

KARNATAKA STATE BEVERAGES CORPORATION LIMITED
4TH FLOOR,TTMC BUILDING, A BLOCK,BMTC SHANTINAGAR,
BANGALORE-560 027



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REQUEST FOR PROPOSAL

FOR THE CONSULTANCY

for

**Design and Construction Supervision consultancy for
Construction of Warehouses in the state of Karnataka for a period
of three years**

CONTENTS

SECTION	DESCRIPTION	Page No
Section 1	Letter of Invitation	4
Section 2	Information to Consultants (ITC)	6
	Data Sheet – Information to Consultants	17
Section 3	Technical Proposal – Standard Forms	22
Section 4	Financial Proposal – Standard Forms	32
Section5	Contract for Consultant’s Services	35
	(1) Form of Contract	38
	(2) General Conditions of Contract	40
	(3) Special Conditions of Contract	51
	(4) Appendix A:Terms of Reference and scope of services	55
	(5) Appendix B:Deliverables by Consultants and Performance of consultant	70
	(6) Appendix C:Key and Sub key Professionals	75
	(7) Appendix D: Services and Facilities	79
	(8) Appendix E:Form of Performance Security Deposit	80
	(9) Appendix F : List of Depots	82

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Notification :NO. KSBCL/ ED/DGM(I)/ ADM11-64 /2017-2018

Date: 23/11/2017

REQUEST FOR PROPOSAL FOR APPOINTMENT OF DESIGN AND CONSTRUCTION SUPERVISION CONSULTANT FOR IMPLEMENTATION OF CONSTRUCTION OF GODOWNS AT DIFFERENT LOCATIONS IN KARNATAKA STATE.

1.1 Karnataka State Beverages Corporation Limited(KSBCL), Bangalore invites Proposals for **Appointment of Design & Construction Supervision Consultant**. The objectives and details of the Services are provided in the attached Terms of Reference (TOR).

1.2 The method of selection for Design and Construction Supervision consultant shall be **Least Cost Selection(LCS) method**. The Consultancy firms interested to participate for appointment of Design and Construction Supervision consultant must satisfy the conditions indicated under clause 1.5 of LOI.

1.3 The Calendar of events is as follows:

Consultancy period	36 months
Project Duration	36 months
Pre proposal conference	05/12/2017 at 15.00 Hours
Last date for submission of Proposal (online)	08/12/2017 at 17.30 Hours
Opening of tenders	11/12/2017 at 16.30 Hours

The Consultants are requested to submit EMD as specified in the e-procurement portal along with the Technical proposal. The Consultant can pay the Earnest Money Deposit (EMD) using any of the payment modes specified in the e-Procurement portal.

Postponement of calendar of events (if any) is only through e-Procurement portal and will not be published in newspapers.

Sd/-
Managing Director
Karnataka State Beverages Corporation Ltd.

SECTION 1. LETTER OF INVITATION

- 1.1 The RFP includes the following documents:
- Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
- i) Form of Contract
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Appendices
- 1.2 The KSBCL a Public Sector Undertaking of Government of Karnataka, dealing with sourcing and supply of Indian and Foreign made Liquor and Beer as the Sole Distributor Licensee for the State of Karnataka. Business operations of the Corporation commenced on **02.06.2003**. The paid up share capital of the Company is Rs. **12 Crores [Rupees Twelve Crore]** as on date.
- 1.3 At present the Karnataka State Beverages Corporation is having 69 Godowns/Centers spread out across Karnataka, having one own office cum Godown, and other premises on rental basis. KSBCL has Land parcels at 3 different locations and it plans to construct its own office cum Godowns at these locations.
- 1.4 In view of the above KSBCL desires to appoint Design and Construction Supervision consultant as per Karnataka Transparency in Public Procurements Act,1999 through e-Procurement Portal.
- 1.5 The eligibility conditions for the Consultants to be appointed as Design and Construction Supervision consultant are as below :
- a) The firm should have completed 5 years of experience in field of Design & Construction Supervision Consulting services. The firm should submit registration certificate from the competent authority to this effect.
 - b) The firms should have achieved in at least two financial years a minimum annual financial turnover of **Rs.48.00 lakhs** in the last 05 years. (2012-13 to 2016-17). Certified balance sheet and financial turnover statement issued by Chartered accountant should be submitted.
 - c) The firm should have successfully completed one similar work of Design & Construction Supervision Consulting services of building works or similar type of projects costing not less than **Rs.1200.00 lakhs** in the last 05 years (2012-13 to 2016-17) in state or central or public sector undertakings (Consultant needs to submit the certificates issued by the State Governments and Central Government & their undertakings and by the officer not below

- the rank of Executive Engineer or Equivalent along with supporting documents)
- d) Consultant should own/ have tie up of NABL Accredited Laboratory (Civil Construction Material testing Laboratory).

The Technical bids of only those firms who satisfy the above eligibility criteria will be evaluated.

**Sd/-
Managing Director
Karnataka State Beverages Corporation Ltd.**

SECTION 2. INFORMATION TO CONSULTANTS

2.1 INTRODUCTION

- 2.1.1 The Karnataka State Beverages Corporation Limited will select firm/firms for the appointment as Design and Construction Supervision consultant, in accordance with the method of selection indicated in the Data Sheet.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the assignment of Design and Construction Supervision consultant. The Proposal will be the basis for contract negotiations and ultimately for signing contract with the selected Consultant.
- 2.1.3 In the First Phase, the project is to take up the construction of 3 Godowns at different location across the state on the sites owned by the Corporation. This construction will be taken up by KSBCL as and when the statutory clearances are received by the Appropriate Authority and the readiness of the site for Construction. In the Second Phase, the Corporation is also planning to acquire the sites in other Locations and construction will be taken after following the due procedure through the tendering process. Hence, the Consultant is required to take up both the Design and Construction Supervision Consultancy.

Phase – I : The details of Godowns to be taken up under Phase – I for construction are as follows:

Sl. No	LOCATION	Approx. Project Cost (Rs. in lakhs)
1	Chamrajanagar	700.00
2	Haveri	700.00
3	K G Halli, Bangalore	1000.00
Total:		2400.00

- 2.1.1 **Phase – II :** Apart from the above, the KSBCL is in the process of purchasing lands at Chikmagaluru, Sira, Hunsur, Udupi, Ramanagar, Harihara and other places shortly where leased Godowns are located and may start construction of Godowns at these places. The Consultant is required to take up Design and Construction Supervision consultancy at these places also.
- 2.1.2 The Consultants must familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to visit to the KSBCL office/site before submitting the Proposal and attending a **pre-proposal conference** as specified in the Data Sheet. Attending the pre-proposal conference is optional.
- 2.1.3 The KSBCL will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and drawings.

- 2.1.4 It should be noted that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the KSBCL Office/sites are not reimbursable, and (ii) the KSBCL is not bound to accept any Proposals submitted in this regard.
- 2.1.5 Monitoring of quality of projects executed by the implementing agencies will be done through Design and Construction Supervision consultant

Design and Construction Supervision consultant would enable achievement of:

Better Project design

- Better Project Quality
- Cost Control
- Time Control
- Improved Planning & Budgeting
- Control over Fund Flow & Utilization
- Measuring Project Outputs

KSBCL has finalized the project, layout plan, additional facilities required like Office space, Toilet block with Dormitory, loading/unloading platform, security block etc., The consultant would ensure that these points are incorporated in the implementation of the projects. It is, therefore, imperative that each project is covered by Design and Construction Supervision consultant and periodic feedback is given to KSBCL. The detailed **Roles and Responsibilities of Design and supervision consultant** are indicated in clause 8.3 of ToR

- 2.1.6 Karnataka State Beverages Corporation Limited expects Consultants to provide professional, objective and impartial advice and at all times hold the KSBCL's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

- 2.1.6.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the KSBCL to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial Assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.
- (c) Conflict of interest for a Design and Construction Supervision consultant is defined as:

i) The team members of the supervision consultant should not have been employed (as an employee) by **Karnataka State Beverages Corporation during the last 5 years preceding this contract.**

ii) Any agency black listed or debarred by Government of India/any State Government/any other Organisations would not be eligible for appointment as Design and Construction Supervision consultant

2.1.6.2 As mentioned out in para. 2.1.6.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the KSBCL as to whether or not to have the downstream Assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

2.1.7 It is KSBCL's policy to require that Consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the KSBCL:

(a) Defines, for the purposes of this provision, the terms set for the below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of KSBCL and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive KSBCL of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed 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-financed contract; and

(d) Will have the right to require that, KSBCL/GOK to inspect Consultant's accounts and records relating to the performance of the contract and to have the mandated by auditors appointed by GOK/ KSBCL.

2.1.8 Consultant shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by GOK /State or central Govt PSU in accordance with the above sub para 2.1.7

2.1.9 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the pre conference date. Any request for clarification must be sent in writing by paper either by mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The KSBCL will respond to such requests and will post the copies of the response (including an explanation of the query but without identifying the source of inquiry) on e-procurement portal.

2.2.2 At any time before the uploading of the Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be posted on e-procurement portal and will be binding on bidders. The KSBCL may at its discretion extend the deadline for the uploading of Proposals.

2.3 PREPARATION OF PROPOSAL:

2.3.1 Consultants are required to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

2.3.2 The eligibility Conditions for the Consultants to be appointed as Design and Construction Supervision consultant are as below :

- (a) The firm should have completed 5 years of experience in field of Design & Construction Supervision Consulting services. The firm should submit registration certificate from the competent authority to this effect.
- (b) The firms should have achieved in at least two financial years a minimum annual financial turnover of **Rs.48.00 lakhs** in the last 05 years. (2012-13 to 2016-17). Certified balance sheet and financial turnover statement issued by Chartered accountant in support of the same should be submitted.
- (c) The firm should have successfully completed the Designs and Construction Supervision of building works or similar type of projects costing not less than **Rs.1200.00 lakhs** in the last 05 years (2012-13 to 2016-17) in state or central or public sector undertakings (Consultant needs to submit the certificates issued by the State Governments and Central Government & their undertakings and by the officer not below the rank of Executive Engineer or Equivalent along with supporting documents)
- (d) Consultant should own/ have tie up of NABL Accredited Laboratory (Civil Construction Material testing Laboratory).

The Technical bids of only those firms who satisfy the above eligibility criteria will be considered for technical evaluation as per clause 2.5.3.

2.3.3 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.3.4 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- i) Joint venture between consultants are not allowed.
- ii) For assignments on a staff- time basis, the estimated number of key professional staff is given as below :

Works to be taken up through tendering process :

For the works to be taken up through tendering process, the estimated staff required to be provided by the Consultant are as detailed below:

Sl. No	Professional Staff	Number Required
1	Project Manager cum team leader	1
2	Architect	1
3	Structural Engineer	1
4	Building Engineers (Civil) - 1 per each Location*	3
5	Engineer (Electrical)	1
6	Plumbing Engineer	1
Total		8

* *The Consultant is required provide additional staff for the additional locations that will be taken up for construction in future excluding the above number. Presently, for the Evaluation of the proposal, the number of professional staff of 7 excluding Plumbing Engineer, will only be considered*

*The Consultant is expected to provide **One Building Engineer** for each location that will be taken for construction. Presently the estimated number is for the 3 locations for which the sites are ready for construction.

The other technical details are provided in the Data Sheet and the **Appendix - C**. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

- iii) It is desirable that the staff mentioned under sl.no.1, 2 & 3 of the key professional staff proposed shall be permanent employees of the firm or have an extended and stable working relation with the firm.
- iv) Proposed key professional staff must have the minimum qualification and experience as indicated in the Data Sheet.
- v) Alternative key professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position.

- vi) The Consultant is required to submit various reports to KSBCL during the contract period. *The details regarding the performance of the consultants and the Deliverables there on by Consultants* are given in the **Appendix - B**. The reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language i.e., Kannada.

2.3.5 The Technical Proposal should provide the following information using the attached Standard Forms (Section3):

- i) A brief description of the Consultant's organization and an outline of recent experience on assignments (**Section 3B**) of similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (**Section 3C**).
- iii) A description of the methodology and work plan for performing the assignment (**Section3D**).
- iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (**Section3E**).
- v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (**Section3F**). Key information should include qualification, experience, number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- vi) Any additional information requested in the Data Sheet.

2.3.6 The Technical Proposal shall not include any financial information. And all the documents required to establish the eligibility of the consultant have to be uploaded in the e-portal itself. No hard copies will be received by KSBCL.

Financial Proposal

2.3.6 In preparing the Financial Proposal, Consultants are expected to take in to account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms viz., **Section4 - Financial Proposal Standard Forms : 4.1 -Financial Proposal Submission Form and 4.2 Schedule-B**. It has to include all costs associated with the Assignment, including(a)remuneration for staff, and (b) reimbursable such as subsistence, transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.3.7 Consultants shall indicate the price of their services as a Percentage(%) of the Project cost.

2.3.8 The Data Sheet indicates the period up to which the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the key professional staff proposed for the assignment. The KSBCL will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposal they may do so. The Consultants who do not wish to do so, have the right not to extend the validity of their proposals.

2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 Interested consultants shall login to <https://eproc.karnataka.gov.in/eportal/index.seam> and follow the procedures and guidelines given there or call the e-proc help desk to get them registered in the portal. Upon registration, the consultants can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 *Tender processing Fee and EMD*

2.4.3.1 The Consultants are required to submit EMD as specified in the e-procurement portal along with the Technical proposal.

2.4.3.2 The Consultant can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

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

2.4.3.3 The supplier/consultant's tender will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant taking into account the following conditions:

- (a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.
- (b) The entire EMD amount for a particular tender has to be paid in a single transaction. **It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka**

designated Bank before proposal submission date and time, through online payment. In case of OTC Payment , the DD to be drawn in favour of “e-Procurement , Government of Karnataka” and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal .

For details on e-Payment services refer to e-procurement portal for more details on the process.

- 2.4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.
- 2.4.5 An authorized representative of the Consultant shall digitally sign the Proposal. The representative’s authorization should be confirmed by a written power of attorney accompanying the Proposal.
- 2.4.6 The consultant shall submit the proposals separately i.e., “Technical” and “Financial” electronically online in Government of Karnataka e-Procurement portal.
- 2.4.7 The consultant has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.
- 2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the proposal will disappear automatically immediately after the time of submission is elapsed. *The Consultants are required to submit their proposal within the prescribed time and date. No proposals shall be received except through the e-Procurement Portal.*
- 2.4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The consultants who are technically qualified will be intimated and the Financial Proposal of only qualified consultants will be opened in presence of the consultants who choose to attend.

REFUND OF EMD

- 2.4.10 Based on the instructions of Managing Director, KSBCL the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the consultant registered in the e-Procurement system .
- 2.4.11 The Earnest Money Deposit of unsuccessful Consultant will be returned within 30 days of the end of the proposal validity period specified in Clause 2.3.8
- 2.4.12 The Earnest Money Deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.
- 2.4.13 The earnest money deposit may be forfeited:
- (a) If the consultant withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;

- (b) If the Consultant does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or
- (c) In the case of a successful Consultant, if the Consultant fails within the specified time limit to (i) furnish the required Security deposit ;or
(ii) sign the Agreement.

2.5 PROPOSAL EVALUATION

General

- 2.5.1 From the time the proposals are opened to the time the contract is awarded ,if any Consultant wishes to contact the Client on any matter related to its proposal, he should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the KSBCL in the proposal evaluation, proposal comparison or contract award, decisions may result in the rejection of the Consultant's proposal.
- 2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 2.5.3 The Proposals which will be qualified in accordance with the eligibility conditions specified at clause 2.3.2 above, will only be considered for Technical Evaluation. The evaluation committee appointed by the KSBCL as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system as specified in the Data Sheet. Each Technically responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 75% as indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 2.5.4 After the technical evaluation is completed, KSBCL shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference. KSBCL shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, phone, telex, facsimile, or electronic mail. The notification will be published on e-Procurement portal.
- 2.5.5 The Financial Proposals shall be opened publicly in the presence of the technically qualified Consultants' representatives who choose to attend. The name of the Consultant, the qualifying cores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened .KSBCL shall prepare minutes of the public opening.
- 2.5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if

not, the KSBCL will cost them and add their cost to the initial price), correct any computational errors.

- 2.5.7 The Consultant should indicate their quote as a percentage of the project cost (center wise schedule - B as enclosed at Section 4.2.)The Consultant is required to quote the rate for all the locations and only the complete *Schedule B in all respects* will be considered for financial evaluation. The unsigned and blank financial proposal (both Section 4.1 - Financial Proposal Submission Form and Section 4.2 - Schedule - B) will be treated as Non Responsive and the Proposal will be rejected. The next financially Complete Proposal will be considered for Financial Evaluation and further awarding of the contract.
- 2.5.8 The consultant who is qualified as at 2.5.3 and whose proposal is financially complete and lowest quote of percentage for Design and Construction Supervision Consultancy will be declared as L1 and will be invited for negotiations and awarding of contract.

2.5.9 **2.6 NEGOTIATIONS**

- 2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign/execute a contract.
- 2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The KSBCL and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the KSBCL to ensure satisfactory implementation of the Assignment.
- 2.6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no break down of fees) nor other proposed unit rates.
- 2.6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, KSBCL expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, KSBCL will require assurances that the experts will be actually available. KSBCL will not consider substitutions during contract negotiations unless both parties agree that un due delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. *If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.*
- 2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations KSBCL and the Consultant will initial the agreed contract. If negotiations fail, KSBCL will invite the firm whose proposal received the *Second Least Cost* (L2) to negotiate the contract.

2.7 AWARD OF CONTRACT

- 2.7.1 The contract will be awarded following negotiations. The Consultants whose offer has been accepted will be notified by KSBCL prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, KSBCL will promptly notify other Consultants that they are unsuccessful.
- 2.7.2 The Consultant is expected to commence the Assignment on the date and at the location as specified and communicated by KSBCL.
- 2.7.3 Notwithstanding anything contained in Clause 2.7.1, KSBCL reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

2.8 PERFORMANCE SECURITY

- 2.8.1 *Letter of Acceptance will be given to the successful consultant immediately after the tender is accepted. Work order will be given to successful consultant for each location separately and within 20 days of receipt of the Work Order for each location, the successful Consultant shall deliver to KSBCL a Security Deposit in any of the forms given below for an amount equivalent to 1% (One percent) of the Contract price i.e. the quoted percentage amount of the estimated cost of each location.*
- i) Banker's cheque/Demand draft/Pay Order in favour of Managing Director, Karnataka State Beverages Corporation, payable at Bangalore
 - ii) A bank guarantee in the form given in appendix E ; or
- 2.8.2 The performance Security shall be valid until 90 days from the date of expiry of contract period.
- 2.8.3 The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

2.9 CONFIDENTIALITY

- 2.9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the successful Consultant has been notified that it has been awarded the contract.

DATA SHEET
Information to Consultants

No.	Section	Title	Details
1	2.1.1	Name of Client	The Managing Director, KARNATAKA STATE BEVERAGES CORPORATION # 4TH FLOOR, TTMC BUILDING, A BLOCK, BMTC SHANTINAGAR, BANGALORE-560 027
2	2.1.1	The method of selection is:	Least cost Selection(LCS)
3	2.1.2	Description of Assignment	Appointment of Design and Construction Supervision Consultant for construction of Godowns (PMC)
4	2.1.2	Technical and a Financial Proposals are requested	YES
5	2.1.3	The Assignment is Phased	NO
6	2.1.4	Pre proposal conference time & date	Time & date as notified in the e-Procurement portal 05/12/2017 15: 00 hours
7	2.1.4	Pre proposal conference venue	KARNATAKA STATE BEVERAGES CORPORATION LIMITED, # 4 TH FLOOR, TTMC BUILDING, A BLOCK, BMTC SHANTINAGAR, BANGALORE-560 027 Contact Officer : Deputy General Manager (Infra), KSBCL, Bangalore, Telephone No: 080-22483636 Fax: 080-22483645 Email: dgmi@ksbcl.com
8	2.1.5	Clients Inputs	Necessary assistance in co-coordinating with the Consultant for Ensuring availability of data, records, reports etc., Any other documentation required or felt necessary for the tendering can be accessed at the KSBCL website. During implementation, the sub- project related progress data will be made available to the Consultants.
9	2.1.7	The Client envisages the need for continuity for down stream work	NO

10	2.1.11	Clauses on fraud and Corruption	Sub-Clause 2.7.1 of General Conditions of Contract.
11	2.2.1	Clarification of any item of the RFP	<p>Clarifications may be requested up to <i>one day prior to pre-proposal conference</i></p> <p>The address for requesting clarifications is:</p> <p>The Executive Director (F&A), KARNATAKA STATE BEVERAGES CORPORATION LIMITED # 4TH FLOOR, TTMC BUILDING, A BLOCK, BMTC SHANTINAGAR, BANGALORE-560 027</p> <p>Contact Officer : Deputy General Manager (I), KSBCL, Bangalore, Telephone No: 080-22483636 Fax: 080-22483645 Email: dgmi@ksbcl.com</p>
12	2.3.1	Language of the Proposal	English
13	2.3.4. (ii)	The estimated number of key and sub key professional staff required for the assignment is:	<p>The estimated number of key and sub key professional staff required for the assignment is : 8*</p> <p>* The Consultant is expected to provide <u>One Building Engineer</u> for each location that will be taken up for construction. In the first phase the construction will be taken up at 3 locations for which the sites are ready for construction. The Consultant is also required to provide Building Engineer for each location that will be taken up for construction in the Second Phase in future. In addition, the Consultant is expected to keep the required staff for the consultancy work. The details are as per clause 2.3.4(ii).</p>
14	2.3.4. (iv)	The minimum qualification and experience required for the proposed key and sub key professional staff are :	As per Appendix - C of Terms of Reference and scope of Consultant
15	2.3.3. (vi)	Language of reports	English
16	2.3.4. (vii)	Training is an important feature of this Assignment	NO
17	2.3.5.	Additional	NIL

	(viii)	Information in the Technical Proposal includes																			
18	2.3.8	Validity of Proposal	90 (Ninety) days from the last date of uploading of proposal in e-portal.																		
19	2.4.8	Last Date and time for submission of proposal	08/12/2017 17.30 hours																		
20	2.5.1	The address to send information to the KSBCL is:	<p>The Managing Director, KARNATAKA STATE BEVERAGES CORPORATION LIMITED, # 4TH FLOOR,TTMC BUILDING, A BLOCK,BMTC SHANTINAGAR, BANGALORE-560 027</p> <p>Contact Officer : Deputy General Manager (I), KSBCL, Bangalore, Telephone No: 080-22483636 Fax: 080-22483645</p> <p>Email: dgmi@ksbcl.com</p>																		
21	2.5.3	Evaluation criteria for technical proposal	<table border="1"> <thead> <tr> <th>Sl No</th> <th>Details</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>The firms should have successfully completed one similar work of Design and Construction Supervision consultancy of building works or similar type of projects costing not less than Rs. 1200.00 lakhs in the last 05 years. (2012-13 to 2016-17). (Consultant needs to submit the certificates issued by the State Governments and Central Government & their undertakings and certified by the officer not below the rank of Executive Engineer or Equivalent along with supporting documents). (Minimum 2 experiences)</td> <td>24</td> </tr> <tr> <td>b</td> <td>Adequacy of the proposed methodology and work plan in response to the TOR a) Technical approach and methodology (12 Points) b) Organization and staffing (4 Points)</td> <td>16</td> </tr> <tr> <td>c</td> <td>Key Professional Staff–Qualification and competency for the Assignment. a) Team Leader & Structural engineer (20 Points) b) Other key professionals (30 Points)</td> <td>50</td> </tr> <tr> <td>d</td> <td>Consultant owning/ tie up of NABL Accredited Laboratory (Civil construction Material testing Laboratory)</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>100</td> </tr> </tbody> </table> <p>The number of points to be given for qualifications and</p>	Sl No	Details	Points	a	The firms should have successfully completed one similar work of Design and Construction Supervision consultancy of building works or similar type of projects costing not less than Rs. 1200.00 lakhs in the last 05 years. (2012-13 to 2016-17). (Consultant needs to submit the certificates issued by the State Governments and Central Government & their undertakings and certified by the officer not below the rank of Executive Engineer or Equivalent along with supporting documents). (Minimum 2 experiences)	24	b	Adequacy of the proposed methodology and work plan in response to the TOR a) Technical approach and methodology (12 Points) b) Organization and staffing (4 Points)	16	c	Key Professional Staff–Qualification and competency for the Assignment. a) Team Leader & Structural engineer (20 Points) b) Other key professionals (30 Points)	50	d	Consultant owning/ tie up of NABL Accredited Laboratory (Civil construction Material testing Laboratory)	10	Total		100
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Total		100																			

			competence of the key professional staff or the assignment :												
			<table border="1"> <thead> <tr> <th>Sl.No</th> <th>Details</th> <th>weightage percentage</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Educational qualifications</td> <td>20</td> </tr> <tr> <td>(ii)</td> <td>Experience in carrying out similar assignments</td> <td>80</td> </tr> <tr> <td></td> <td>Sub Total</td> <td>100</td> </tr> </tbody> </table>	Sl.No	Details	weightage percentage	(i)	Educational qualifications	20	(ii)	Experience in carrying out similar assignments	80		Sub Total	100
Sl.No	Details	weightage percentage													
(i)	Educational qualifications	20													
(ii)	Experience in carrying out similar assignments	80													
	Sub Total	100													
			<p>Curriculum Vitae of the key professional personnel as indicated in the Terms of Reference and Scope of Services will be considered for evaluation.</p> <p>The minimum technical score required to qualify is : 75 Points</p>												
22	2.6.1	Location for Negotiations	At KSBCL Office												
23	2.7.2	Commencement of Assignment	Expected date of commencement of Assignment : January 2018												
24	2.8.1	Performance Security	1% (Five percent) of the Contract Price <i>i.e. the quoted percentage amount of the estimated cost of each location.</i>												

Letter of Acceptance (Clause 2.7.1)

(letterhead paper of the Client)

(separate letter of acceptance will be issued for each site)

_____ [date]

To: _____
[name and address of the Consultant]

Dear Sirs,

This is to notify you that your proposal dated for **Appointment of Design and Construction Supervision consultant for the Construction of Godowns** at Cost of _____% of the project cost, as corrected and modified is hereby accepted by KSBCL.

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.8.1 of Information To Consultants for an amount as required at the quoted percentage of the estimated cost of each location and as communicated in the work order within 20 days of the receipt of this letter of acceptance or the work order, and the performance guarantee shall be valid up to 90 days from the date of expiry of contract period i.e. up toand sign the contract, failing which action will be taken as per clause 2.4.13 (c) of instruction to consultants.

Yours faithfully,

The Managing Director,
KARNATAKA STATE BEVERAGES CORPORATION LIMITED
4TH FLOOR,TTMC BUILDING, A BLOCK,BMTC,
SHANTINAGAR,BANGALORE-560 027

SECTION3.
TECHNICALPROPOSAL-STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Information regarding any conflicting activities & declaration thereof

3H. Power of Attorney of Authorised Signatory

SECTION 3A.
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

To,

The Managing Director,
KARNATAKA STATE BEVERAGES CORPORATION LIMITED,
4TH FLOOR, TTMC BUILDING, A BLOCK, BMTc SHANTINAGAR,
BANGALORE-560 027

Ladies/Gentlemen:

Subject: **Appointment of Design and construction Supervision consultant**-regarding
Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal submitted through Government of Karnataka e-Procurement portal.

If negotiations are held during the period of validity of the Proposal ,i.e., before __/__/2017 [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any proposal you receive..

We remain,

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Consultant:

Address:

SECTION 3B.
CONSULTANT'S REFERENCES
DESIGN AND CONSTRUCTION SUPERVISION CONSULTANT'S ORGANIZATION
AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/Job for which your firm was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Consulting Assignment/job similar to the ones requested under this Assignment/Job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted)]

1. Firm's name:

Sl No	Assignment/ Job Name	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees)	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff- months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above mentioned assignment, completion certificate. The experience shall not be considered for evaluation if such requisite supporting documents are not provided with the proposal. All the original documents have to be scanned and uploaded in the e-Portal itself. No hard copies are received by KSBCL.

Separate sheets may be used for number of projects / assignments.

In case other consultants are proposed to be associated, their details may also be provided in the above format.

(Signature)
Authorised Signatory,
 Name and Title of Signatory
 With the Seal

**SECTION 3C.
COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE
PROVIDED BY THE KSBCL**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

(Signature)
Authorised Signatory:
Name and Title of Signatory
With the Seal

SECTION 3 D.
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT/JOB

CONSULTANT'S NAME:

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a. Technical Approach and Methodology,
 - b. Work Plan, and
 - c. Organization and Staffing,
- a. **Technical Approach and Methodology:** In this part, the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach agency would adopt to address them. Agency should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c. **Organization and Staffing:** The consultant should propose and justify the structure and composition of their team. They should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff]. Consultants with Quality management System such as ISO Certification or equivalent will be given additional weightage.

(Signature)

Authorised Signatory:
Name and Title of Signatory
With the Seal

**SECTION 3E.
TEAM COMPOSITION AND TASK ASSIGNMENTS**

Name of the Consultant:

TEAM COMPOSITION AND TASK				
Sl No	Name of the Staff Assigned	Area of Expertise	Position	Task for this Job
	Key Staff			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
	Sub Key Staff			

(Signature)
Authorised Signatory:
 Name and Title of Signatory
 With the Seal

SECTION 3F.
FORMAT OF CURRICULUM VITAE(CV) FOR
PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional, separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:
From [Year]: To Year]:
Employer:
Positions held
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
 - Name of Assignment/job or project:
 - Year:
 - Location:
 - Employer:
 - Main project features along with cost of project:
 - Positions held:
 - Activities performed:
14. Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Date:

[Signature of staff member or authorized representative of the staff]

Place:

[Full name of authorized representative]:

**SECTION 3G.
INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

(The form must be submitted along with the technical bid)

(Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 3.2.1 of G.C.C.

If yes, please furnish details of any such activities. If no, please certify,)

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 3.2.1 of G.C.C.

We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and
initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION 3H.

Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our proposal **Appointment of Design and Construction Supervision Consultant** proposed or being developed by the Managing Director, Karnataka State Beverages Corporation limited(the “Employer”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2017 in line with the following points

- ❖ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ❖ Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

SECTION – 4
FINANCIAL PROPOSAL STANDARD FORMS

4.1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

To,

The Managing Director,
KARNATAKA STATE BEVERAGES CORPORATION LIMITED

Ladies/Gentlemen:

Subject: Appointment of Design and construction Supervision Consultant for Construction of Godowns at various Locations as per Schedule- B

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal. Our financial proposal is as per the Schedule - B attached herewith : Design and Construction Supervision Consultancy at Cost of _____% of the project cost

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., __/__/2017. (90 days form the last date of uploading of the proposal in the e-Portal)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

4.2:SCHEDULE- B

SUMMARY OF COSTS

Sl. No.	Type of the consultancy	Rate Quoted by the Consultant : (percentage of the project cost)*
1	Design and Construction Supervision Consultancy (PMC)	

Note: The Consultant is required to take up both the Design and Construction Supervision Consultancy. The payment will be made as per the rates quoted above depending on the delivery of the deliverables in accordance with the clause 8.3.

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

SECTION 5: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated:

I.	FORMOFCONTRACT.....	38
II.	GENERAL CONDITIONS OF CONTRACT.....	40
	1. General Provisions.....	40
	1.1 Definitions.....	40
	1.2 Law Governing the Contract.....	41
	1.3 Language.....	41
	1.4 Notices.....	41
	1.5 Location.....	41
	1.6 Authorized Representatives.....	41
	1.7 Taxes and Duties.....	41
	2. Commencement, Completion, Modification, and Termination of Contract.....	41
	2.1 Effectiveness of Contract.....	41
	2.2 Commencement of Services.....	42
	2.3 Expiration of Contract.....	42
	2.4 Modification.....	42
	2.5 Force Majeure.....	42
	2.5.1 Definition.....	42
	2.5.2 No Breach of Contract.....	42
	2.5.3 Extension of Time.....	42
	2.5.4 Payments.....	42
	2.6 Suspension.....	43
	2.7 Termination.....	43
	2.7.1 By the Client.....	43
	2.7.2 By the Consultants.....	44
	2.7.3 Cessation of Rights and Obligations.....	44
	2.7.4 Cessation of Services.....	44
	2.7.5 Payment up on Termination.....	44
	3. Obligations of the Consultants.....	45
	3.1 General.....	45
	3.2 Conflict of Interest.....	45
	3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.....	45
	3.2.2 Procurement Rules of Funding Agencies.....	45
	3.2.3 Consultants and Affiliates Not to engage in certain Activities	45
	3.2.4 Prohibition of Conflicting Activities.....	46
	3.3 Confidentiality.....	46
	3.4 Insurance to Be Taken Out by the Consultants.....	46
	3.5 Accounting Inspection and Auditing	46
	3.6 Consultants' Actions Requiring Client's Prior Approval.....	46
	3.7 Reporting Obligations.....	47
	3.8 Documents Prepared by the Consultants to be the Property of the Client....	47
	3.9 Equipment and Materials Furnished by the Client.....	47

4. Consultants ‘Personnel and Sub-Consultants.....	47
4.1 Description of Personnel.....	47
4.2 Removal and/or Replacement of Personnel.....	48
5. Obligations of the Client.....	48
5.1 Assistance and Exemptions.....	48
5.2 Services and Facilities.....	49
6. Payments to the Consultants.....	49
6.1 Consultants Remuneration.....	49
6.2 Contract Price.....	49
6.3 Payment for Additional Services.....	49
6.4 Terms and Conditions of Payment.....	49
7. Settlement of Disputes.....	50
7.1 Amicable Settlement.....	50
7.2 Dispute Settlement.....	50
III. SPECIAL CONDITIONS OF CONTRACT.....	51

IV. APPENDICES.....	55
Appendix A— Terms of Reference and scope of services.....	55
Appendix B—Deliverables by Consultants and Performance of consultant.....	70
Appendix C—Key Personnel and Sub-Consultants.....	75
Appendix D — Services and Facilities to be provided by the Client	79
Appendix E— Form of Performance Security(Performance Bank Guarantee)	80
Appendix F - List of Depots	82

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the " contract") is made the _day of the month of _____,2017, between,onthonehand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract(hereinafter called the " Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnellandtechnicalresources,haveagreedtoprovidetheServicesontheterms and conditions set for thin this Contract;

NOWTHEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this

Contract: (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A:	Description of the Services	
Appendix B:	Deliverables by consultants and performance of consultants	
Appendix C: Appendix D:	Key Personnel and Sub key professionals Services and Facilities to be provided by the Client	-----
Appendix E:	Form of Guarantee for performance security deposit	

2. The mutual rights and obligations of the Client and the Consultants shall be asset forth in the Contract, in particular:

(a) The Consultants shall carryout the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized
Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized
Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes in to force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", shall be the authorized representative of the Consultant specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC 4.2(a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

- (m) "Sub-Consultant" means any entity to which the Consultants sub contract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and there location between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, in Karnataka, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and(ii) shall request the Consultants to remedy such failure within a period not exceeding thirty(30) days after receipt by the Consultants of such notice of suspension.

2.7 **Termination**

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs(a)through(e) of this Clause2.7.1andsixty (60)days' in the case of the event referred to in(f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty(30)days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants(or any of their Members)become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to per forma material portion of the Services for a period of not less than sixty (60)days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a miss representation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) Any events listed in SC.
- (f) if the Client, in its sole discretion and for any reason what so ever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs(a)through (c)of this Clause2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five(45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60)days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC2.7,or upon expiration of this Contract pursuant to ClauseGC2.3, all rights and obligations of the Parties here under shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set for thin Clause GC 3.3 hereof;
- (iii)any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by ClausesGC3.7 and GC 3.8.

2.7.5 Payment upon Termination

Up on termination of this Contract pursuant to Clauses2.7.1or2.7.2,the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs(a)and(b)of Clause2.7.1, reimbursement of any reasonable cost incident to the

prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission ,discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation there of) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants(a) shall takeout and maintain, and shall cause any Sub-Consultants to takeout and maintain, at their(or the Sub-Consultants', as the case may be)own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and(b)at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the KSBCL

3.6 Consultant's Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that these election of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the

Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-Consultants”), and

(c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall be come and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure the material at the expense of the Client in an amount equal to their replacement value.

4. **Consultants’ Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the

date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

Working Hours, Overtime, Leave, etc.

- (a) *Working hours and holidays for Key Personnel are as per Project Execution timings .*
- (b) *The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is as per the Consultant's Firm's Rules. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.*

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reason able control of the Consultants, It becomes necessary to replace any of the Key Personnel, the Consultants shall forth with provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Resident Project Manager

- (d) If required by the client, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) Assist the Consultants and the Personnel employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Provide to the Consultants, Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D ,provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on(i) anytime extension that it may be appropriate to grant to the Consultants for the performance of the Services,(ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and(iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Consultant's Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price, i.e. the quoted percentage amount of the estimated cost of each location which includes all staff costs, Sub-Consultants costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out all the Services as per Agreement. Except as provided in Clause 5.2,the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services may be agreed under Clause 2.4 by mutual consent at the time of entering into agreement.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other

payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty(30)days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

7.3 Penalty

(a) For Delay -

Penalty at a rate of 0.5% of the fee /cost of the consultancy fees for that project where work has been taken up, per day of delay subject to a maximum of 10% of the proportion of the total agreed fee for that project. The drawings / deliverables / variation proposals have to be submitted within a week from the date of receiving the request. Submission of the same even a day after that will be considered as delay and penalty will be levied.

In the event of total default / failure of the firm in execution of the services, the employer reserves the right to get the work executed by any other consultancy firm at the risk and cost (the quality and additional cost implication due to new contract will be borne by the consultant) of the defaulting consultancy firm. Decision of employer is final & binding on the consultancy firm.

(b) For Replacement of Personnel

Wherever change in key personnel is proposed, approval of CV of the replacement personnel has to be obtained and the applicable man month rate will be reduced upto 10% of the previously agreed rate for that position. This reduction in rate of 10% would apply for all subsequent changes/replacements as well.

(c)For wrong deliverables / outputs

In case the consultant submits the outputs / deliverables / drawings / reports / documents etc that are wrong which results in loss or financial implication, the amount equivalent to loss or financial implication shall be recovered from the consultants. The overall liability of the consultants will be 25 % of the consultancy contract value.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Number of Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is Consultant's Authorized Representative
1.4	<p>The addresses are : Client : Managing Director, Karnataka State Beverages Corporation Limited 4th Floor, TTMC Building, 'A' Block, BMTC, Shantinagar, Bengaluru – 560 027</p> <p>Consultants: Name of the Consultants : Address : Telephone Number : Fax : e-mail :</p> <p style="text-align: center;">(Note : Fill in the Blanks)</p> <p>Notice shall be deemed to be effective as follows:</p> <p style="padding-left: 40px;">(a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission and (c) in the case of fax/facsimiles, 24 hours following confirmed transmission.</p>
1.6	<p>Managing Director, KARNATAKA STATE BEVERAGES CORPORATION LIMITED (Client).</p> <p>The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract including certification and making payment to the Consultant except the termination of the Contract. However, Client Authorised Representative can recommend to the Client regarding termination of contract with relevant contractual documents.</p> <p>Consultant shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution</p> <p style="padding-left: 40px;">The authorized representatives for client :Executive Director(MI and Infrastructure) , KSBCL</p> <p>The authorized representatives for Consultants : Mr. -----</p>

	Designation : ----- Firm name and Address:
1.7	The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However the Consultancy Services tax / GST (as applicable) payable for this Consultancy Services shall be paid/reimbursed by the Client separately
2.1	The date on which this Contract shall come in to effect is : Date of signing Agreement
2.2	The time period shall be 15 days .
2.3	Three years from the date of agreement.
2.7.1 (e)	Performance of consultant : As per terms of reference and scope of services.
3.4	The risks and the coverages shall be: (1) Third Party motor vehicle eligibility insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel, for the period of Consultancy; (2) Third Party liability insurance with a minimum coverage of Rs. 2.00 lakhs for the period of Consultancy; (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (4) Professional liability insurance, with a minimum coverage equal to total contract value for his consultancy; and (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. [Note: Fill in the blanks and delete what is not applicable]
3.5(c)	As defined in Terms Of Reference (TOR)
3.7	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the KSBCL.
4.2(d)	Consultant has to provide one Resident Building Engineer at site of Construction from inception till the completion of the construction.
5.1(b)	Not applicable.
6.2	The ceiling amount of Contract is <i>Contract price i.e. the quoted percentage amount of the estimated cost of each location + service taxes / GST as applicable .</i>

6.4	<p>Payments shall be made according to the following schedule:</p> <p>Terms of payment</p> <p>The Consultants shall be paid as per the following norms:</p> <p>Design and Construction Supervision Consultancy:</p> <p>(I) Design Stage : 40% of the quoted price/ agreed fees.</p> <p>(i) 10% of the agreed fees after the submission of Inception Report.</p> <p>(ii) 15 % of the agreed fees after the submission of all Architectural, structural, electrical, plumbing drawings etc.</p> <p>(iii) 15 % of the agreed fees after the preparation of tender document, and successful completion of tender process.</p> <p>(II) Construction Supervision Consultancy stage: Remaining 60% of the Agreed Fees (excluding that of Design Stage as shown above) will be made as below:</p> <p>(i) 6% of the agreed fees will be paid after completion of 20% of the financial progress of concerned work.</p> <p>(ii) Next 6% of total fee will be paid after completion of 30% of the financial progress of the concerned work,</p> <p>(iii) Next 9% of total fee will be paid after completion of 50% of the financial progress of the concerned work,</p> <p>(iv) Next 12% of total fee will be paid after completion of 75% of the financial progress of the concerned work</p> <p>(v) Next 18% of total fee will be paid after completion of 90% of the financial progress of the concerned work</p> <p>Balance fee (9%) will be paid at the end of the completion of work and settlement of Final Bills of contractor / Defect liability period whichever is later.</p> <p>The payment at each stage will be made within 30 days of submission of the bill, subject to approval by the KSBCL's review committee and the Managing Director.</p>
7.2	<p>Dispute settlement:</p> <p>a) Any dispute or difference between the client and the Consultant with regard to this Agreement on any connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within thirty (30) days, either party may require that the dispute be referred for resolution by formal arbitration.</p> <p>b) All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Corporation and the other to be nominated by the Vendor/ bidder. In the case of the said</p>

	<p>Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Bangalore.</p>
7.3	<p>Penalty</p> <p>(a) For Delay - Penalty at a rate of 0.5% of the fee /cost of the consultancy fees for that project where work has been taken up, per day of delay subject to a maximum of 10% of the proportion of the total agreed fee for that project. The drawings / deliverables / variation proposals have to be submitted within a week from the date of receiving the request. Submission of the same even a day after that will be considered as delay and penalty will be levied.</p> <p>In the event of total default / failure of the firm in execution of the services, the employer reserves the right to get the work executed by any other consultancy firm at the risk and cost (the quality and additional cost implication due to new contract will be borne by the consultant) of the defaulting consultancy firm. Decision of employer is final & binding on the consultancy firm.</p> <p>(b) For Replacement of Personnel Wherever change in key personnel is proposed, approval of CV of the replacement personnel has to be obtained and the applicable man month rate will be reduced upto 10% of the previously agreed rate for that position. This reduction in rate of 10% would apply for all subsequent changes/replacements as well.</p> <p>(c) For wrong deliverables / outputs</p> <p>In case the consultant submits the outputs / deliverables / drawings / reports / documents etc that are wrong which results in loss or financial implication, the amount equivalent to loss or financial implication shall be recovered from the consultants. The overall liability of the consultants will be 25 % of the consultancy contract value.</p>

Appendix A: Description of the Services

Terms of Reference and scope of services

8.1 Back ground

The KSBCL a Public Sector Undertaking of Government of Karnataka, dealing with sourcing and supply of Indian and Foreign made Liquor and Beer as the Sole Distributor Licensee for the State of Karnataka. Business operations of the Corporation commenced on **02.06.2003**.The paid up share capital of the Company is **Rs. 12 Crores [Rupees Twelve Crore]** as on date.

At present the Karnataka State Beverages Corporation is having 69 Godowns/Centers spread out all over Karnataka, having owned only one Godown, and others on rental basis. In the First Phase, the project is to take up the construction of 3 Godowns at different location on the sites owned by the Corporation as detailed below. In the Second Phase, the Corporation is also planning to acquire the sites in other Locations and construction will be taken after following the due procedure through the tendering process. Hence, the Consultant is required to take up both the Design and Construction Supervision Consultancy.

Sl. No	LOCATION	Approx. Project Cost (Rs. in lakhs)
1	Chamarajanagar	700.00
2	Haveri	700.00
3	K.G.Halli, Bangalore	1000.00
	Total	2400.00

Phase – II : Apart from the above, KSBCL is also planning to purchase sites across the state, other than these locations wherever existing leased Godowns are located and may take up the construction. The consultant should agree for the new sites also in addition to the above said locations to take up the assignment at the least quoted price.

The list of existing leased Godowns/Depots, where construction of Godowns may be taken up after purchase of sites is given at Annexure-F.

8.2 Need for Design and Construction Supervision consultant:

Monitoring of quality of projects executed by the implementing agencies will be done through Design and Construction Supervision Consultant.

Design & Construction Supervision Consultant would enable achievement of:

- Better Project Quality
- Cost Control
- Time Control
- Improved Planning & Budgeting
- Control over Fund Flow & Utilization
- Measuring Project Outputs

KSBCL has finalized the project layout plan, additional facilities required like Office space, Toilet block with Dormitory, loading/unloading platform, security block etc., Design and Construction Supervision Consultant would ensure that these points are incorporated in the implementation of the projects. It is, therefore, imperative that each project is covered by Supervision Consultant/ Design and Construction Supervision Consultant and periodic feedback is given to KSBCL

8.3 Roles and Responsibilities of Design and construction supervision consultant:

The supervision consultant appointed by the Managing Director, Karnataka State Beverages Corporation limited will undertake desk review and field visits for monitoring the progress and quality pertaining to stages of pre-construction, construction, commissioning & testing and post construction as per the scope of work of supervision consultant.

AN OUTLINE OF THE TASKS TO BE CARRIED OUT

8.3.1 Scope of Work

Outline of the task/Responsibility of the Consultancy Firm: The responsibility of the consultancy firm is as detailed below:

- (1). Project Planning, Designing, Preparation of Drawings for execution including architectural, structural, electrical, plumbing, sanitary, landscaping and rain water harvesting services. The concept of green building shall be included.
- (2) . Preparation of tender documents, assisting KSBCL in evaluation of tenders and selection of construction firms.
- (3). Quality supervision of project on day today basis.
- 4). Certification of bills of construction agency and other related bills.
- (5). Project monitoring in order to complete all the activities during stipulated time.

Stage - I : Design Consultancy :

8.3.2 Consultant identified for the Project would be required to carry out the following broad activities:

8.3.3 Preliminary Designs and Detailed Engineering

- **Base Maps**
- Carry out field investigations, including soil tests and prepare the detailed design and construction drawings of each project.
- The preliminary designs will describe the design criteria and will be incorporated into a preliminary design report to be submitted to the KSBCL for approval.

8.3.4 Detailed Engineering Designs

- (i). Once the preliminary designs are approved, the consultant will prepare the detailed engineering designs that meet the requirements. Designs will be sufficiently detailed to enable contractor to proceed with the construction work and will be incorporated into a detailed design report (Final DPR), to be submitted for the approval of KSBCL.
- (ii). All necessary calculations will be prepared to determine and justify the engineering solution proposed for each component, and will be incorporated into the design reports.
- (iii). Cost estimates- preliminary component wise realistic estimates shall be prepared and submitted for construction of the recommended system, implementation schedule for implementation.
- (iv) Plan for implementation which shall include but not limited to the following:
 - Prepare all necessary drawings and detailed cost estimates as per SR & also market rates, wherever SR rates are not available.
- (v) Prepare contract documents and technical specifications with drawings and final bill of quantities and any other information required by the Tenderer to submit a bid; provide specifications and bill of quantities; prepare various Tender packages following KTCP procedures as might be suitable. Provide KSBCL in issuing

guidance on the evaluation procedures and reporting formats. The PCs will assist and advise the KSBCL during the evaluation of submitted Tenders, forward the recommendations for review by KSBCL. Assist the KSBCL in the negotiations with the successful Tenders and award of Contract The construction drawings will be sufficiently detailed to permit a contractor to construct the civil works and shall have a minimum variance not more than 10% above or below the estimated quantities / cost.

Stage-II: Construction Supervision Consultancy:

8.3.5. Pre-construction stage:

During pre-construction stage, the Design and Construction Supervision Consultant is expected to perform activities as under:

- (i) Examination of project documentation with respect to sanctioned covenants
- (ii) Review of Land requirement/ availability & other clearances to begin construction
- (iii) Examination of awarding, the agreement/tender documentation & tender process
 - a) Completeness of the tender documents with respect to designed / planned project configuration, and the packaging of tender. This should include review of clarity in roles of the contractors.
 - b) Compliance of the tender documents with respect to design standards, especially with respect to Materials of Construction
 - c) Alignment in the sequence of preparation of tender documents and release of tenders with respect to interdependencies in the project plan
 - d) Review whether due transparent and fair procurement processes have been followed as per the rules of the Project Executive Agency , and good practices followed in the industry
 - e) Review the probability of escalation in project cost and time delay in implementation on account of inefficiencies and mistakes in procurement
- (iv) Review of Site preparation
 - a) Undertake site visit to examine that the project site is free of encumbrances; access to site is available etc. Report on handing over of site to the contractor for construction.
 - b) Report on progress with respect to shifting of utilities, if applicable.
 - c) Review the probability of escalation in project cost and time delay in implementation on account of delays in site preparation and statutory clearances

- (v) Review of Project Management Mechanisms/ Structures (e.g. PERT/CPM Charts)
- (vi) Review of probability of Cost & Time overruns during pre-construction stage

8.3.6 Construction stage:

During construction stage, the Consultant is expected to perform activities as under:

1. Quality supervision of project on day to basis by a qualified Resident Civil Engineer.
2. Preparation of measurement Book(MB) and Preparation of quantities executed in comparison to the estimates on monthly basis.
3. Certification of bills/MB of construction agency and other related bills.
4. Project monitoring in order to complete all the activities during stipulated time.

During the construction stage, the Consultant should furnish reports on:

- (i) Compliance to statutory requirements
- (ii) Safety aspects
- (iii) Physical and financial progress of the project & fund utilization
- (iv) Quality assurance systems and project quality (As per Inspection report at Table TPQ1)
 - a) Report on methodology and frequency of tests carried out by the contractor by examining Requests for Inspection (RFI) and reports. Ensure that they are in line with good industry practices.
 - b) Confirm that the materials used for construction are as per the specifications of contract agreement OR as per IS specifications for quality.
 - c) Two types of quality checks are envisaged by Analyzing Quality test reports on materials that are tested by the Contractor as per Bureau of Indian Standard norms and Standard Testing Procedures.

- d) The Consultant may prevail on the Implementing Agency / Works contractor to conduct necessary tests. Costs for such testing should be borne by the Implementing Agency / Works contractor.
 - e) The Consultant will order random tests such as non destructive tests/any other necessary tests by the NABL/NACC approved laboratories where ever it is necessary. The cost of such test we will borne by Implementing Agency / Works contractor.
 - f) On receipt of running bills submitted by the contractor, the consultant/ should check and certify the Bill of Quantities.(BOQ).
- (v) Social infrastructure and aesthetics
 - (vi) Variations with respect to approved Bill of Quantity
 - (vii) Cost variations and time overruns
 - a) The consultant needs to submit the report regarding these items, as per the Agreement or as per tender document. The consultant has to study these aspects claimed by the contractor and submit his views/reports. The consultant is to check and certify in relation to BOQ.
 - (viii) Remedial measures to improve physical & financial progress and quality of the project
 - (ix) Progress of resettlement and rehabilitation, if any
 - (x) Court cases/ Litigation

8.3.7. Commissioning stage:

During this stage, the Consultant would furnish following:

- (i) Reports on completion of projects and assets created
- (ii) Requirement and system of Operation & maintenance (O&M)
- (iii) As built drawings to be submitted.

8.3.8. Post construction Stage

During the post-construction period, the Supervision Consultant should furnish reports on:

- (i) Functionality, usage & capacity created
- (ii) Overall performance and sustainability of the assets created

(iii) O&M of assets created including common amenities

8.3.9. Design and Supervision Consultant would continue to function for one year after filing of project completion report and provide a final report on the overall performance of the project. Supervision Consultant would essentially report on the following:

- (i) Baselines of the project, including entire process trail – which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place. At the desk review report generated at the initiation milestone, this section of the report would document the process flows and benchmarks that are adopted by the concerned level of implementation.
- (ii) Outcomes of the project (at initiation milestone)/ the specific milestone – expected state of physical and financial progress.
- (iii) Physical and financial progress including execution process.
- (iv) Compliance and exception reports in process trail, technical and qualitative standards, financial propriety and integrity. In case any processes are certified, the monitoring report must clearly state this fact to Project Implementation Agency, Managing Director, Karnataka State Beverages Corporation limited.
- (v) Recommendations on how to reduce exceptions, including milestones if any needs to be re-phased, or any process that may need to be streamlined.
- (vii) Any observations and suggestions made in the previous visit by the Consultant shall be complied /not complied by the contractor should be ascertained in next visit by Supervision Consultant.

8.4 Quality monitoring during construction Stage

During the course of construction, Team Leader or equivalent of the **Supervision Consultant** shall make visits at the following stages in addition to a site engineer for regular supervision:

8.4.1 Foundation stage

- (a) Checking the foundation with respect to the soil reports and its suitability as bearing strata
- (b) Dimensional verification of selected footings, size stone masonry works
- (c) Checking the layout marking and centre lines, at random
- (d) Checking the fabrication of reinforcement steel and its positioning properly.

- (e) Checking the concreting arrangements and witnessing concreting of a few footings .
- (f) Checking of shuttering and form work for columns and column footings.

8.4.2 Plinth stage

- (a) Checking the quality of stone masonry with emphasis to quality of stones, joints, joint materials, etc.
- (b) Checking the fabrication of reinforcement steel for plinth beams
- (c) Checking the adequacy and compaction of earth filling for foundation.
- (d) NDT reports are to be submitted for pedestal, plinth beam and columns.

8.4 .3 Lintel stage

- (a) Checking the quality of wall masonry with emphasis to Quality of Bricks, Concrete blocks etc., joints, joint mortar, curing etc.
- (b) Checking the quality of column concrete
- (c) Checking the fabrication of reinforcement step of lintels.
- (d) Checking the quality of concrete in lintels

8.4 .4 Roof stage / slab stage

- (a) Checking the quality of shuttering and formwork, with emphasis on lines and levels, joints and safety considerations
- (b) Checking the fabrication of reinforcement steel and its position
- (c) Checking the arrangements for concreting, vibration and curing
- (d) Checking the concrete while concreting, with respect to mix-proportion, w/c ratio and compaction. Casting independent set of cubes for verification of strength
- (e) NDT test for lintel and roof beam to be furnished.
- (f) Checking the strength of Trusses, Stanchions/MS sections, roof sheets for quality and strength and fixing the same as per specification.

8.4 .5 Finishing stage

- (g) Checking the quality of flooring with respect to levels and smoothness at random
- (h) Checking the door and window opening locations
- (i) Checking the quality of flooring materials such as granite, vitrified tiles, ceramic tiles, industrial flooring, kadapah, etc.,
- (j) Check the quality of materials used for doors/Shutters and windows/Ventilators, Trusses, roof sheets, etc.,
- (k) Checking the quality of joinery with respect to workmanship and fixtures, at random

- (l) Checking the plaster in walls and ceiling with regard to proportions, line and level and curing, at random
- (m) Checking the finishing works at random, such as painting, dadoing, fixing of ceramic tiles, fixing of sanitary fixtures, steel grill works, etc.
- (n) NDT test for flooring to be carried out.
- (o) Checking the quality of vacuum dewatering flooring with respect to levels and smoothness at random

8.4 .6 Electrical Works

The standard and special specifications shall be referred, to determine the scope of the works to be undertaken. Test of earthing and lightning protection systems shall be included.

8.4 .7 Water supply and sanitary works

Pressure test for water supply pipes and smoke test for sanitary pipes, checking inlet outlet levels at chambers and manhole junctions shall be certified .implementation of Rain water harvesting with levels shall be certified.

8.4.8 Infrastructure works

Quality of Roads laid as per standards, the Culverts, Drains, pavement blocks, Interlocking tiles, Rain water harvesting, etc., to be checked for standards and quality

8.5Quality monitoring during Post construction stage/period:

The Consultant shall inspect the building in post construction stage and observe and defects in construction. The defects shall include but not be limited to the following.

- i) Any form of cracks in building
- ii) Any leakage /dampness in WPC, toilet sunken slab...etc
- iii) Any Non-functioning of sanitary and water supply lines, Electrical appliances within warranty period...etc
- iv) If fading, peeling of painting works in any part of the building.
- v) Any other construction defects observed in building structure.

8.6.1Duration of the Contract:

The duration of the Contract is three years. Extension of Contract of Consultant beyond this period shall be subject to the decision of the Managing Director, Karnataka State Beverages Corporation.

8.6.2 Visits and Reporting:

The Team Leader of the Consulting Agency is required to visit each site minimum 9 times as detailed below:

SINo	Nature of Review	Frequency of visits & reports by team leader
1	Desk review -Preconstruction stage	One Visit
2	Construction Stage	Six visits
3	Commissioning stage	One Visit
4	Post Construction	In 10 th month of defect liability period (One visit)

The consulting Agency has to combine all the costs relating to the above visits in the proposal. Any additional visits, other than above, if required, will be intimated by KSBCL and the cost of which will be reimbursed separately at the rate mutually agreed by both the parties at the time of entering into agreement.

8.7 Review committee :

The Managing Director, KSBCL shall constitute a review committee consisting of Officers of the Corporation. Review committee shall be responsible for review of the reports received from the consulting agency, their examination and initiation of corrective action, if any, and obtaining compliance thereon and to take all necessary action to fulfil the objectives of the project. The review committee will meet as and when required and shall also be responsible for examination of all bills and its approval for payment.

Table TPQ 1: Inspection Report of Supervision Consultant on quality control for projects under Construction of godowns.

1.0	PARTICULARS OF PROJECT	
1.1 (a)	Name of City	
1.1 (b)	Name of Implementing Agency	
1.1 (c)	Name of Project	
1.2 (a)	Description of work	
1.2 (b)	Agreement No.	
1.2 (c)	Name of Agency/ Contractor	
1.3 (a)	Scheduled date of commencement	
1.3 (b)	Actual date of commencement	
1.4 (a)	Scheduled date of completion	

1.4 (b)	Expected/ Actual date of completion	
1.5 (a)	Date of Inspection	
1.5 (b)	Percentage progress at the time of inspection vis-à-vis expected as per contract and reasons for delay, if any	
1.5 (c)	Details of mile stones as per contract vis-à-vis their achievement	
1.6	Name and Designation of Inspecting Officer (Consultant)	
1.7	Name and Designation of Officer(s) present during inspection	
1.8	Name of Representative present during inspection	
2.0	QUALITY CONTROL MEASURES	
2.1 (a)	Whether authenticated copy of contract document is available at site	
2.1 (b)	Whether copy of specifications as per contract is available at site	
2.1 (c)	Whether list of I.S.I. marked/ approved materials to be used is available at site	
2.1 (d)	Whether Testing facilities to check conformance of material is available as per contract document	
2.2	Whether well-equipped field laboratory as per requirement of contract document is established at site	
2.3	Whether Inspection Registers, Site order book etc. are maintained at site	
2.4	Whether Registers for prescribed tests of material are maintained at site	
2.5	Whether soil investigation has been done? (give brief details)	
2.7	Suitability of water for construction	
(a)	What is the source of water?	
(b)	Has water been tested and approved by Engineer-in-Charge before construction	
(c)	Has water been tested subsequently as per requirement	
2.8 (a)	Whether all mandatory tests have been carried out at stipulated frequency?	
(b)	Whether tests of material are being done from accredited labs also, if yes details of such labs	
(c)	Comments of Consultant on tests already done	
(d)	Action Taken Report on previous report of Consultant	

(e)	Frequency of visit by Consultant	
(f)	Details of the samples/ testing done by Consultant (Consultant to carry out minimum 10% random sampling and testing of all mandatory tests for all the items from NABL (<i>National Accreditation Board for Testing and Calibration Laboratories</i>) accredited labs as per requirement of implementation)	
2.9 (a)	Whether materials have been approved by Engineer in Charge? If so, whether samples are available at Site	
	(b) Whether cement, steel, aggregates etc. being used in the work, got tested before use	
	(c) Whether manufacturer test certificate for cement, steel, pipes etc. have been obtained with supply and are being maintained (In separate files)	
	(d) Whether manufacturer test certificate for trusses/sections/Stanchions and roofing sheets, etc., have been obtained with supply and are being maintained(In separate files)	
2.10	Whether sample housing units/items have been completed and approved by Engineer-in-Charge Before start of mass finishing work?	
2.11(a)	Whether proper control on batching, mixing, placing, compacting and curing of RCC has been Ensured at site.	
2.11(b)	Whether RMC is being used in RCC work, if yes, provide details of control & checks ensured at plant of site	
2.12	Any other particular comments	
3.0	SITE INSPECTION REPORT:	
3.1	Building Work	
(a)	Earth work	
(b)	PCC work	
(c)	RCC work	
(d)	Brick work	
(e)	Stone work	
(f)	Marble/vitrified tiles work/Flooring work	

(g)	Wood work	
(h)	Steel work	
(i)	Flooring	
(j)	Roofing	
(k)	Finishing	
(l)	Internal Services	
3.2	Infrastructure Work (As per Table TPQ2)	
3.3	Checking of floor slope (especially in bath, WC, kitchen, terrace & Balcony etc.)	
3.4	Whether dampness/ leakages noticed? If yes, state location and probable reasons.	
3.5	Whether finishing of works have been done properly?	
4.0	SITE INSPECTION ON WORKMANSHIP ASPECTS (Attach separate sheet, if required)	
5.0	Any other observations: (Attach separate sheet if required)	

Table TPQ2 : Infrastructure works to be checked by Supervision Consultant
(Only Applicable components are to be included in the report)

Sl.No	Components	Sub components	Whether in progress (Yes/No)	Whether inspected (Yes/No)	Comments
1	Water supply	ESR			
		GSR			
		Pipe Line			
		Sump			
		Pump house			
		Pump sets			
		Tube well			
		WTP			
2	Sewerage	Pipe Line			
		Septic Tank			

		STP			
		Digester			
		Effluent Treatment chamber			
		Man Holes			
3	Storm Water Drains	BM Drains			
		CC Drains			
		RCC Drains			
		Pipe Lines			
4	Roads and Culverts	BT Roads			
		CC Roads			
		RCC Roads			
		Culverts			
		Pavements			
		Plantation			
		Jogging tracks			
		Restoration			
5	Electrification	Street lights			
		Cables			
		Supply Lines			
		Transformers			
		Street light poles			
6	Solid Waste Managements	Dustbins			
		Dumping Yards			
		Landfill site			
7	Compound wall	Compound wall			
		Fencing			
8	Retaining Wall				
9	Temporary Transit units				
10	Site Development				
11	Fire Fighting Equipment				
12	Lifts				
13	Miscellaneous or others (if any)				

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

Appendix B:

9. Deliverables by Consultants and performance of Consultants

Supervision Consultant Agency will undertake:

Stage - I : Design Consultancy :

9.1 Project Consultant identified for the Project would be required to carry out the following broad activities:

9.2 Preliminary Designs and Detailed Engineering

- **Base Maps -layout map**
- Carry out field investigations, including soil tests and prepare the detailed design and construction drawings of each project.
- The preliminary designs will describe the design criteria and will be incorporated into a preliminary design report to be submitted to the KSBCL for approval.

9.3 Detailed Engineering Designs

- (i). Once the preliminary designs are approved, the consultant will prepare the detailed engineering designs/drawings that meet the requirements. Designs will be sufficiently detailed to enable contractor to proceed with the construction work and will be incorporated into a detailed design report (Final DPR), to be submitted for the approval of KSBCL.
- (ii). All necessary calculations will be prepared to determine and justify the engineering solution proposed for each component, and will be incorporated into the design reports.
- (iii). Cost estimates- preliminary component wise realistic estimates shall be prepared and submitted for construction of the recommended system, implementation schedule for implementation.
- (iv) Plan for implementation which shall include but not limited to the following:
 - Prepare all necessary drawings and detailed cost estimates as per SR & also market rates, wherever SR rates are not available.
- (v) Prepare contract documents and technical specifications with drawings and final bill of quantities and any other information required by the Tenderer to submit a bid;

provide specifications and bill of quantities; prepare various Tender packages following KTTP procedures as might be suitable. Provide KSBCL in issuing guidance on the evaluation procedures and reporting formats. The PCs will assist and advise the KSBCL during the evaluation of submitted Tenders, forward the recommendations for review by KSBCL. Assist the KSBCL in the negotiations with the successful Tenders and award of Contract. The construction drawings will be sufficiently detailed to permit a contractor to construct the civil works and shall have a minimum variance not more than 10% above or below the estimated quantities / cost.

Stage-II: Construction Supervision Consultancy:

9.4. Desk review of documents

Ensuring all project documents, including outcomes, outputs, specifications, estimates of quantities, work packages, project implementation plan - including milestones, periodic progress indicators, oversights etc., on-site management systems, such as rerouting of transient services, temporary connections, worker accommodation with basic amenities, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place

9.5 Site visits

There shall be a site engineer to monitor the day to day progress of the works at all locations. Site visits will be organized at different stages as indicated by the implementing agencies as 'milestones' in their work plan, which may consist of intermediate stages of development of work or contracting packages. Indicative milestones, such as foundations, masonry works, slab concreting/Roofing, finishing works, electrical and water supply services and commissioning may be taken as comparatives from the assessment side to help translate progress reports to non-technical personnel at reporting sites.

- (i) Site visits of team leader will be organized at both construction, commissioning and post construction stage at periodical intervals. Visit should be synchronized with Physical progress
- (ii) KSBCL shall provide reasonable advance notice of planned visit to site and schedule of meetings for review of implementation of project to Design & Construction Supervision Consultant.

- (iii) Design & Construction Supervision Consultant shall attend the review meeting held at various levels and provide feedback on quality and other aspects if required by the Managing Director, KSBCL.
- (iv) The observations of the Consultant agency team should be discussed with project management team of the IA before concluding the visit.
- (v) The implementing agency/KSBCL officials will accompany Consulting agency team during their inspection.
- (vi) Consulting agency shall report to Managing Director, KSBCL and send copies to the Deputy General Manager (I), KSBCL of all communication / reports / Deliverables.
- (vii) Soft and Hard copy of each report along with photos should be submitted to Managing Director, KSBCL within 15 days of completion of visit.

9.6 Submission of Reports

9.6.1 Construction & Commissioning Stage:

- a) Filing and uploading of all inspection reports in the prescribed online monitoring system as well as by sending reports to the Managing Director, KSBCL. The reports would be sent at a periodic interval as prescribed in Para-4
- b) Capture, wherever possible, moderated, and structured perceptions of the beneficiaries on various aspects of project implementation including communicating feedback on quality of work, satisfaction of beneficiary project rationale and outcome results.
- c) To report the progress with respect to implementation as per the appropriate stage of the project under development; an appointed Consulting agency would essentially report in the following structure:
 - (i) Baselines of the project, including entire process trail - which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place . The report would document the process flows and benchmarks that are adopted by the concerned level of implementation.

- (ii) Outcomes of the project / expected state of physical and financial progress. Observed physical and financial progress including execution process this will have to be done from two ends (a) supply end, i.e. Managing Director, KSBCL and (b) level of implementing agency
 - (iii) Recommendations as to how to reduce exceptions, including if milestones need to be re-phased, or any process that may need to be streamlined.
 - (iv) Follow-up action of the report, which would be ascertained in the next report. Analysis on compliance report submitted by IA to earlier Consulting agency report, after verification of the same with the ground reality and report the same.
 - (v) The Consulting agency is expected to make a one-time visit to the project site, after completion of the work and handing over of the project by the contractor to KSBCL, typically after 3 months of completion.
 - (vi) In case of any queries on the review reports by Managing Director, KSBCL, the Consulting agency should provide clarifications / explanations.
- d) To capture qualitative feedback in narrative and in separate documents;
 - e) To report the progress with respect to implementation
 - f) appropriate stage of the project under development;

9.6.2: Post Construction Stage:

Design & Construction supervision consultant would continue to function for one year after the completion of project (after filing of project completion report) and provide a final report on the overall performance of the project. Design & Construction supervision consultant would essentially report on the following:

- a) Baselines of the project, including entire process trail – which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place. At the desk review report generated at the initiation milestone, this section of the report would document the process flows and benchmarks that are adopted by the concerned level of implementation.

- b) Outcomes of the project (at initiation milestone)/ the specific milestone – expected state of physical and financial progress.
- c) Physical and financial progress including execution process.
- d) Compliance and exception reports in process trail, technical and qualitative standards, financial propriety and integrity. In case any processes are certified, the monitoring report must clearly state this fact to Managing Director, Karnataka State Beverages Corporation limited.
- e) Recommendations on how to reduce exceptions, including milestones if any needs to be re-phased, or any process that may need to be streamlined.
- f) Follow-up action of the report, which would be ascertained in the next report.

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

Appendix C:Key Personnel and Sub Key Personnel

10.1 :KEY PROFESSIONAL STAFF:

Position	No. of years professional Experience	Specific Expertise
Project Manager cum Team Leader	15 years	well-versed with design, quality control, preparation of detailed designs for overall project management, preparation of bid documents, evaluation etc.detailed engineering services, for construction of warehouses with necessary infrastructure/Multi storey Buildings/Complexes.
Structural Engineer	10 years	well-versed with structural design of warehouses/ Multi storey Buildings/Complexes.
Architect	10 years	A member of council of architecture with a minimum of 10 years experience in the field of planning, designing projects of warehouses with necessary infrastructure/Multi storey Buildings/Complexes
Building Engineers(Civil)	5 years	Supervision experience in Housing/ Building projects..He must be familiar with modern methods of building construction, design standards, technical specification and standard Quality control and Quality Assurance procedures for construction of different components of the Building
Building Engineer(Electrical)	5 years	He must be familiar with modern methods of Electro-mechanical works in the building, design standards, technical specification and Quality control and Quality Assurance procedures for electrical works in different components of building.

10.1.1: PROJECT MANAGER CUM TEAM LEADER: -1

Project manager should at least be a Graduate in Civil Engineering with not less than 15years experience with at least 10 years experience in Housing/ Building projects . He should have handled in similar capacity of team Leader in at least two Housing/ Building projects of similar capacity. He would lead the multidisciplinary team of professionals engaged to carry out the job of inspection and monitoring of Housing/ Building and infrastructure projects. The Team Leader should have a clear perception of the manner in which a quality service can be delivered within the available time. He should be well versed with the preparation of bid documents, tender process,evaluation etc. He should be a professional of stature who could command the respect of the team. Post – Graduate Qualification in Structural Engineering/Construction Management or equivalent will be given an additional weightage. The Upper age limit for the Project Manager Cum Team Leader shall be 65 years.

10.1.2:STRUCTURAL ENGINEER:-1

Structural Engineer should be a post Graduate in Civil Engineering (M(Tech)/ME) with a minimum 10 years of experience with at least 5years experience in Housing/ Building projects. He should have handled at least one Housing/ Building project of similar capacity. He shall be responsible for all the aspects related to structural design of all parts of the Building and the stability of the structure and shall guide, supervise and monitor the work of the building engineers in his team. The candidate should have a thorough knowledge of latest specifications pertaining to building and road works according to which the works are required to be carried out and the tests to be conducted to ensure a good quality work. The Upper age limit for the Senior Building Engineer shall be 60 years.

10.1.3:ARCHITECT:-1

Architect should be a Graduate in Architecture(B.Arch) with atleast 10 years of experience in the filed of planning, designing projects of warehouses with necessary infrastructure/Multi storey Buildings/Complexes. A member of council of architecture, capable of planning, designing and drawing of big warehouses, Housing/ Building projects of similar capacity.

10.1.3: BUILDING ENGINEERS (CIVIL) :-3

Building Engineer (Civil) should either be a Graduate in Civil Engineering with a Minimum of 5 years of professional experience with at least 3years experience in Housing/ Building projects OR a Diploma in Civil Engineering with a minimum of 8 years of professional experience with at least 3years experience in Housing/ Building projects. He should have handled at least one Housing/ Building project of similar capacity. He should have exposure to quality assurance programmes in new construction, maintenance/rehabilitation projects using modern technology. He shall be required at site

as directed by the Corporation and shall inspect and find out deficiencies in the building and find out suitable remedial measures. He must be familiar with modern methods of building construction, design standards, technical specification and standard Quality control and Quality Assurance procedures for construction of different components of the Building. Post – Graduate Qualification in Structural Engineering/Construction Management or equivalent will be given an additional weightage. The Upper age limit for the building Engineer (Civil) shall be 50 years.

* The Consultant is expected to provide **One Building Engineer** for each location that will be taken up for construction. In the first phase the construction will be taken up at 3 locations for which the sites are ready for construction. The Consultant is also required to provide Building Engineer for each location that will be taken up for construction in the Second Phase in future.

10.1.4: BUILDING ENGINEER (ELECTRICAL): 1

Building Engineer (Electrical) should either be a Graduate in Electrical Engineering with a Minimum of 5 years of professional experience with at least 3 years experience in Building/Housing Projects OR diploma in Electrical Engineering with a minimum of 8 years of professional experience with at least 3 years experience in Building/Housing Projects. He should have handled at least one Building/Housing Project of similar capacity. He should also have exposure to quality assurance programmes in new construction, maintenance/rehabilitation projects using modern technology. He shall be required at site as directed by the Corporation and shall inspect and find out deficiencies in the building electrical works and find out suitable remedial measures. He must be familiar with modern methods of Electro-mechanical works in the building, design standards, technical specification and Quality control and Quality Assurance procedures for electro mechanical works in different components of building. Post – Graduate Qualification in relevant field will be given an additional weightage. The Upper age limit for the building Engineer (Electrical) shall be 50 years.

Note 1: The Curriculum Vitae of Project manager cum Team Leader, Structural engineer, Architect, Building Engineer (Civil) and Building Engineer (Electrical) will be considered for Technical evaluation of the proposals.

Note 2: The Curriculum Vitae of the KEY Professional Staff can be used for two or more sites without any effect on the agreed schedule of the projects/sites concerned.

10.1.5: PLUMBING ENGINEER – 1 No.

Plumbing Engineer should be a graduate in Civil Engineering with 5 years experience in design of water supply, UGD and water related works with at least 3 years experience in building/Housing Projects or Diploma in Civil Engineering with not less than 8 years of experience with at least 3 years experience in Building/Housing Projects and must have worked in housing/Building projects. Experience in design, construction supervision is a mandatory requirement.

Note: The Curriculum Vitae of the SUB-KEY Professional Staff shall be submitted at the time of negotiations.

10.3:Laboratory facility

The consultant should own NABL (National Accreditation board for Testing and Calibration) accredited laboratory or should have tie up with NABL accredited Laboratory for carrying out minimum 10% of tests of all mandatory tests (by Random Sampling)

The details of the laboratories, equipment and testing facilities should be furnished by the Consultant with the proposal. If the Consultant does not have own NABL accredited laboratory, he shall have Memorandum of Understanding (MOU) with the NABL accredited laboratories within Karnataka State only. The MOU shall indicate the cost of Testing for various items of work for Buildings .The MOU shall be on a stamp paper of value not less than Rs.200/-

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

Appendix D: Services and Facilities to be provided by the KSBCL

The KSBCL will not provide any services or facility to Consulting agency. Consulting Agency shall have to make their own arrangements for all the services and facilities and may factor in their Financial Proposal.

Authorised Signatory:

Name and Title of Signatory:

Name of the Consultant:

Address:

**Appendix E: FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)**

(Clause-2.8 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

To

The Managing Director,
Karnataka State Beverages Corporation Limited
4th floor, TTMC Building, A Block, BMTC, Shantinagar, Bangalore-27,
Karnataka, India.

WHEREAS _____ [Name and address of Consultants](hereinafter called “the Consultants”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract for **Appointment of Design and Construction Supervision consultant for the Construction of Godowns** (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 39 months i.e. up to 3 months beyond the expiry of contract period of 36 months.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation
(Name, Signature &
Occupation)
Name of the Bank

Address
(Name & Occupation)

Date _____

APPENDIX F : LIST OF DEPOTS

Sl.	Name & Address of IML Depot
No.	
1	KSBCL Liquor Depot SAKALAVARA-I, # 94, SLV Industrial Estate, Sakalavara Village, Bannerghatta Road, BENGALURU- 560 083
2	KSBCL Liquor Depot C/o.Mysore Vegetable Oil Products Ltd. # 17, Platform Road, BENGALURU- 560 020
3	KSBCL Liquor Depot Plot No.6-D, Phase-I Peenya Industrial Area, Ingersoll Rand Road, BENGALURU- 560 058
4	KSBCL Liquor Depot PB No.5531, Sandal City, Yeshwanthpur, Bengaluru-Pune Highway BENGALURU - 560 055
5	KSBCL Liquor Depot C/o KSWC Godown No.4 Bengaluru Road BALLARI - 583 101
6	KSBCL Liquor Depot C/o Central Warehouse Corporation Godown, APMC Market Yard BELAGAVI - 590 010
7	KSBCL Liquor Depot C/o.KSWC Godown APMC Yard, Kolar Road, BANGARPET - 563 114
8	KSBCL Liquor Depot C/o.KSWC Godown APMC Yard, Jyothinagar Post CHIKKAMAGALURU- 577102
9	KSBCL Liquor Depot Plot No.01/A, KSCMF Godown, KIADB, Industrial Area, Lokikere Road, DAVANAGERE - 577 003
10	KSBCL Liquor Depot C/o. Kodagu Estate & Developers Pvt. Ltd. B.M.Road KUSHALNAGAR - 571 234
11	KSBCL Liquor Depot C/o KSWC Godown Honnappa Building, Induvalu

	Village, Mysuru Mandya Road MANDYA - 571 401
12	KSBCL Liquor Depot C/o. Canara Work Shops Ltd. Godown No.3, V.S.Kudva Road, Maroli, MANGALURU -575 005
13	KSBCL Liquor Depot Plot no. 322 - C1 and C2, Industrial Area, Baikampady, Surathkal Hobli, MANGALURU Tq & Dist MANGALURU DEPOT-2
14	KSBCL Liquor Depot C/o.KSWC Godown No.15, APMC Yard, Rajendra Gunj RAICHUR - 584 102
15	KSBCL Liquor Depot C/o KSWC Godown 1 & 2, APMC Yard SIRSI - 581 402
16	KSBCL Liquor Depot C/o of KSWC Godown, Sira Gate, Sira Road Next to DC Bungalow, TUMAKURU - 572 106
17	KSBCL Liquor Depot Plot No.16, C/o.Bakeson Biscuits Company Shivalli Industrial Area MANIPAL - 576 104
18	KSBCL Liquor Depot KSWC Godown No.5 New APMC Yard, Navanagar BAGALKOT - 587 101
198	KSBCL Liquor Depot Central Warehouse Corporation F&G Blocks, Jain Mahaveer Goshala Foundations, Katarki Road KOPPAL - 583 231
20	KSBCL Liquor Depot C/o KSWC Godown # 4 & 5, Oolawadi Road, Behind APMC Yard CHINTAMANI- 563 125 Chickballapur Dist.
21	KSBCL Liquor Depot C/o KSWC Godown # 4, APMC yard, Girish Nagar JAMAKHANDI - 587 302
22	KSBCL Liquor Depot C/o KSWC GODOWN, Vijaya pura Road, DEVANAHALLI BENGALURU Dist Rural- 562 110
23	KSBCL Liquor Depot KSWC GODOWN, APMC YARD, HUNSUR 571 105
24	KSBCL Liquor Depot

	Sy.No.94, Khata No.175/172 C, Annapurneshwari Industrial Area, Archakarahalli, Kasaba Hobli, RAMANAGARA Taluk and Dist -562159
25	KSBCL Liquor Depot S.K.BADAL WAREHOUSE BUILDING NO : 5-67, HATTIKUNI (Bandalli Road) Tq Dist : YADGIRI
26	KSBCL Liquor Depot C/O KSWC, APMC YARD, GOKAK 591 307
27	KSBCL Liquor Depot KSWC Godown, Ballari bypass Road, MP Prakash Nagar, HOSAPETE
28	KSBCL Liquor Depot TAPCMS Compound, Near Campo Chocolate Factory, Post Darbe, PUTTUR 574 202
29	KSBCL Liquor Depot C/O Kaveri Coconut Industries, Koni Cross Road, Koteshwara 576 222 KUNDAPUR,Udupi - Dist
30	KSBCL Liquor Depot C/o KSWC GODOWN, # K2, Kustagi Road, SINDHANUR - 584128
31	KSBCL Liquor Depot KSWC Godown, N.H.4, Madhugiri Road Near R.V.Talkies, Opp. K.S.R.T.C Depot, SIRA 572 137 Tumakuru Dist.
32	KSBCL Liquor Depot C/o Mysore Tobacco Company compound, Central Warehouse Godown 1,2 & 3, Kodugodi White field , BENGALURU - 560 066
33	KSBCL Liquor Depot Sy.No 45/1, Honnavara Railway station Road, Post : Karki Village HONNAVARA-581334 Uttar Kannada Dist.
34	KSBCL Liquor depot C/o KSCMF Godown, # 2C Manjunathanagar Behind WIDIA Factory BAGALKUNTE , Nagasandra Post, Tumakuru Road, BENGALURU - 560 073
35	KSBCL Liquor Depot Kothanur (Byrathi)

	Godown No 28/2, Katha o.403/1, Opp. Mantri Web City, Byrathi Bande, Hennur Bagalur Main Road, Bangalore-560077
36	KSBCL Liquor Depot # 94, SLV Industrial Estate, Sakalavara - II Sakalvara Village Bannerghatta Road, BENGALURU - 560 083
37	KSBCL Liquor Depot Kamadhenu Towers Site No. 54, at Betoli Village Meenpet Road VIRAJPET -571 218 , Coorg Dist
38	KSBCL- Liquor Depot Survey No. 120, C/o KSWC Godown HONGASANDRA Hosapalya Main Road, Kudlu Gate, Off Hosur Road, BENGALURU - 560 068
39	KSBCL Liquor Depot, Survey No.57, Madanayakanahalli, Dasanapura Hobali, Bengaluru North, Bengaluru
40	KSBCL- Liquor Depot Survey No.70, Mahajenahalli, Shivamogga Road, Harihara-577601
41	KSBCL- Liquor Depot Survey No.205/4, Building No.5-7-6, Chincholi Road, Chincholi Cross, Sedam Town, Sedam Taluk, Kalaburugi District (Sedam)
42	KSBCL- Liquor Depot Plot No.15A, Tamaka Industrial Area, National Highway-75 Bypass KOLAR
43	KSBCL- Liquor Depot (Belagavi-2) Central Ware Housing Corporation Godown, APMC Market Yard, BELAGAVI-590 010 .
44	KSBCL- Liquor Depot Plot No:1 E , Chikkaballpura Industrial Area , Sy No. 29 Jadalathimmana Halli , Nandi Hobli, Chikkaballapura
45	KSBCL- Liquor Depot Plot No.13-D, Sy. No.45, Balagaranahalli Village, Attibele Indi. Area, Attibele, Anekal Taluk, Bengaluru-562107
46	KSBCL- Liquor Depot Site No: 22, 23, 24, 25 & 26, KSSIDC Industrial Estate, N.H No:206, B H Road, Bandihalli Gate, Tiptur-572201
47	KSBCL- Liquor Depot R.S.No. 149, Khatha 355, Challakere Town 577522,

	Chitradurga Dist.
48	<p>KSBCCL- Liquor Depot Khatha No.780/2448/2289, Pandavapura Town & Taluk, Mandya District</p>
49	<p>KSBCCL- Liquor Depot Sy. No 10:1C, Kachohalli Village (Near Nice Road), Dasanapura Hobli, (Magadi Road) Bengaluru North Taluk</p>
50	<p>KSBCCL- Liquor Depot Survey No 115/7 D, Muniyappa Insustrial Layout, Channappa Road, Near KSTRC-Depot, Doddabele Main Road, Kengeri Bengaluru-560060</p>
51	<p>KSBCCL - Liquor Depot Sy no. 17, Kammanahalli begur road off. Bannerghatta road, Doddakammanahalli Bangaluru - 560076</p>
52	<p>KSBCCL - Liquor Depot Plot no. 15, OTS Post, KIADB Industrail Area, Doddaballapura, Bangaluru Rural District</p>