

GOVERNMENT OF KARNATAKA

TUMAKURU SMART CITY LIMITED
MAHALAKSHMI ARCADE, S.S. PURAM MAIN ROAD, COFFEE BOARD COLONY, TUMKUR –
572102; TELEPHONE: 0816-2278190

TENDERS FOR THE WORK OF
CONSTRUCTION OF BARBED WIRE FENCING FOR OPEN SPACES UNDER HT LINES AT
TUMAKURU, KARNATAKA AS PER THE SPECIFICATION PROVIDED

Single-Stage, Two-Envelope

Bidding Procedure

Adopted for e-procurement

Tender Reference No.	TSCL/TENDER/CR/18/2017-18
Period of sale of tender documents	December 05, 2017 to December 30, 2017
Pre Tendering Meeting	December 11, 2017, 11:30 hours.
Last Date for Submission of Tender Document	December 30, 2017, 16:00 hours.
Time & date of Opening of First Cover of tender	January 01, 2018, 16:00 hours.
Time & date of Opening of Second Cover of tender	Will be Intimated to the Qualified Tenderers
Place of Opening Tender	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State
Address for communication	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State E-Mail- bids@smartcitytumakuru.in

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	6
3.	QUALIFICATION INFORMATION	20
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	23
5.	CONDITIONS OF CONTRACT (CC)	28
6.	CONTRACT DATA	48
7	SPECIFICATIONS	50
8	DRAWINGS	51
9.	BILL OF QUANTITIES	52
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	55

SECTION 1: INVITATION FOR TENDERS (IFT)

Date: December 05, 2017

IFT No.: TSCL/TENDER/CR/18/2017-18/Construction of Barbed Wire Fencing

1. **The Tumakuru Smart City Limited (TSCL)** invites tenders from eligible Tenderers, for the construction of works detailed in the Table below. The Tenderers may submit tenders through Government of Karnataka E-Procurement website for any or all of the works given in the Table. **Single Stage- Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to upload in two separate slots earmarked in the – e-portal. Tenderers shall upload in Technical documents slot details containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works. Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the Contract**
2. Tender documents may be downloaded from Government of Karnataka E-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for Contractors.
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.
The Bidder shall furnish, as part of his Tender, Earnest Money Deposit in the amount as shown in column 4 of the Table of IFT for this particular work. Earnest money deposit (EMD) amount as percentage of the estimated cost of the work put to tender.

The Earnest Money Deposit (EMD) shall be through the e-Procurement portal using any of the following payment modes:

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

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/Tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the Tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference

number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

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

The Bidder who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at ICICI Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the Bidder.

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

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

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the finalization of the Tender.
 - b. The entire EMD amount for a particular Tender has to be paid in a single transaction
For details on e-Payment services refer to e-procurement portal for more details on the process.
4. Tenders must be electronically submitted (on-line through internet e-Procurement web-site (www.eproc.karnataka.gov.in) on or before **December 30, 2017, 16:00 Hrs** and will be opened in the presence of the Tenderers who wish to attend at the **Office of the MD and**

CEO, Tumakuru Smart City Limited ,Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

5. A Pre-tender meeting will be held on **December 11, 2017 at 11:30 hours** at the office **The MD and CEO, Tumakuru Smart City Limited, Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State,** to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of ‘Instructions to Tenderers’ of the tender document.
6. Other details can be seen in the tender documents.

Package No	Name Of the Work	Approximate Value of the Work (Rs)	Earnest Money Deposit (Rs)	Cost of Document (INR)	Period of Completion
TSCCL/TENDER/CR/18/2017-18/Construction of Barbed wire Fencing	Construction of Barbed wire fencing for open spaces under HT lines in Tumakuru, Karnataka	44,37,000.00	88,740	5,000	Within 6 Month from the date of issue of LOA

7. This Standard Bidding Documents are meeting the guidelines issued by Ministry of Finance, Government of Karnataka, as per the KW-2 format with additional Clauses for 2 stage Evaluation to suit with E portal and follows the KTPP Act amended from time to time.

Seal of office

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**Table of Clauses**

A. General	Page No.
1. Scope of Tender	8
2. Eligible Tenderers	8
3. Qualification of the Tenderer	8
4. One Tender per Tenderer	9
5. Cost of Tendering	10
6. Site Visit	10
B. Tender Documents	
7. Content of Tender documents	10
8. Clarification of Tender Document	10
9. Amendment of Tender documents	11
C. Preparation of Tenders	
10. Documents comprising the Tender	11
11. Tender prices	11
12. Tender validity	12
13. Earnest money deposit	12
14. Format and signing of Tender	13
D. Submission of Tenders	
15. Sealing and marking of Tenders	13
16. Deadline for submission of Tenders	14
17. Late Tenders	14
18. Modification and Withdrawal of Tenders	14
E. Tender opening and evaluation	
19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers	15
20. Opening of Second Cover Tenders of qualified Tenders and evaluation	15
21. Process to be confidential	16
22. Clarification of Tenders	16
23. Examination of Tenders and determination of responsiveness	16
24. Correction of errors	17
25. Evaluation and comparison of Tenders	17

F. Award of contract

26.	Award criteria	18
	Employer's right to accept any Tender and to reject any or all	
27.	Tenders	18
28.	Notification of award and signing of Agreement	18
29.	Security deposit	18
30.	Advance payment and Security	19
31.	Corrupt or Fraudulent Practices	19

A. General

1. Scope of Tender

- 1.1 **The Tumakuru Smart City Limited (TSCL)** (Referred to as Employer in these documents) invites tenders from eligible tenderers for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

- 2.1.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.1.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of Tender and Qualification information.

- 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2013-2014 to 2017-2018

- (a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs 44,37,000/-** ;
Note: Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

- (b) satisfactorily completed (at least 90% of the contract value), as prime contractor, at least one similar work such as Construction of Civil Works of a value of not less than **Rs 22,19,000/-**

The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

- (c) executed in any one year, the following minimum quantities of work:

- | | |
|---|----------------|
| -Cement concrete (including RCC and PSC): | 400 cum |
| - earthwork in both excavation and embankment (combined quantities) | 400 cum |

- 3.3 Each Tenderer should further demonstrate:

- (a) Availability by owning the following key and critical equipment for this work
Each Tenderer should further demonstrate (a) availability by Owning at least 50% of the required/specified key and critical equipment for this work and (b) the remaining 50 % can be deployed on lease / hire basis for all the works provided, the relevant documents (commitment agreement etc) for the availability for this work are to be furnished

(b) liquid assets and /or availability of credit facilities of no less than

Rs 13,50,000/- (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

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

Assessed available tender capacity = (A*N*2.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years

(updated to 2017-18 price level) taking into account the completed as well as works in progress.

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

B = Value, at 2017-18 price level, of existing commitments and on-going works to be completed during the next.....years (period of completion of the works for which Tenders are invited)*

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

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

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

5. Cost of Tendering:

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

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderers own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **TSCL office, 1st Floor, Mahalakshmi Arcade, SS Puram Main Road, Tumakuru, Karnataka on December 11, 2017 at 11:30 hrs.**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The Tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

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

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

9. Amendment of Tender documents

- 9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda in the e-Portal.
- 9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in e-Portal to all the purchasers of the tender documents.
- 9.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

- 10.1 The tender submitted by the Tenderer shall be in two Slots of E-Portal and shall contain the documents as follows:

10.1.1 First Slot-Technical Documents:

- (i) Earnest Money Deposit;
- (ii) Qualification Information as per formats given in Section 3;

10.1.2 Second Slot- Financial Documents:

- (i) The Tender (in the format indicated in Section 4)
- (ii) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 5 and 9 shall be filled in without exception.

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

11. Tender prices

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words).

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

- 11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than **90(ninety) days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13 Earnest money deposit

- 13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in online in E-procurement portal.
- 13.2 Earnest money deposit for the tender shall be valid for **45(Forty Five) days** beyond the Validity of the Tender
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive
- 13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the Tender validity period specified in Sub-Clause 12.1
- 13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security
- 13.6 The earnest money deposit may be forfeited:
- (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the Agreement; or

- (ii) furnish the required Security deposit

14 Format and signing of Tender

- 14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these *Instructions to Tenderers*, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail. **(NOT APPLICABLE SINCE e-PROCUREMENT). Documents shall be uploaded in the e-Procurement Portal in the specific slots earmarked**
- 14.2 The original of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialled by the person signing the tender
- 14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person signing the Tender.

D. Submission of Tenders

15 Sealing and marking of tenders

- 15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope. **(NOT APPLICABLE SINCE e-PROCUREMENT). Documents shall be uploaded in the e-Procurement Portal in the specific slots earmarked**
- 15.2 The **inner and outer** envelopes shall
- (a) be addressed to the Employer at the following address:
**MD-CEO,
Tumakuru Smart City Limited,
Mahalakshmi Arcade,
S.S. Puram Main Road, Coffee Board Colony,
Tumakuru – 572102
Karnataka
, and**
- (b) bear the following identification:
**Tender for Construction of Barbed Wire Fencing under HT Lines
Tender Reference No TSCL/TENDER/CR/18/2017-18/Construction of Barbed
Wire Fencing
DO NOT OPEN BEFORE 1600 Hrs, JANUARY 01, 2018**
- 15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.
- 15.4 If the outer envelope is not sealed and marked as above, **the Employer will assume no responsibility for the misplacement or premature opening of the Tender. . (NOT**

APPLICABLE SINCE e-PROCUREMENT).Documents shall be uploaded in the e-Procurement Portal in the specific slots earmarked

16 Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **1600 Hrs, December30,2017.**

**Place of Opening the Tender will be
Office of the MD-CEO,
Tumakuru Smart City Limited,
Mahalakshmi Arcade, 1st Floor
S.S. Puram Main Road, Coffee Board Colony,
Tumakuru – 572102
Karnataka**

In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline

16.3 Scanned copy of the Financial Bid, consisting of the Bidders financial quote for the project in prescribed format as per BOQ and Bid Proposal Section 4 of this document. The Financial Bid is required to be submitted in the prescribed format on the letter head of the Bidder and signed by the authorized signatory. The bidder shall be required to upload separate financial bid for the Package in the slot provided for financial bid in the e-procurement website. Any Financial Bid received in part or in incomplete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected

17 Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer. **(NOT APPLICABLE SINCE e-PROCUREMENT shall not accept any Documents uploading after the scheduled Bid submission date is closed).**

18 Modification and Withdrawal of Tenders

18.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

- 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19 Tender opening

- 19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at 15:00 hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.
- 19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.
- 19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.
- 19.5 Not Applicable
- 19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20 Opening of Second Cover of qualified Tenderers and evaluation:

- 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

- 20.2 Envelopes marked **“MODIFICATION FOR SECOND COVER”** shall be opened and the submissions therein read out in appropriate detail.
- 20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.
- 20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21 Process to be confidential

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

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Examination of Tenders and determination of responsiveness

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

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

24 Correction of errors

- 24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25 Evaluation and comparison of Tenders

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (A) making any correction for errors pursuant to Clause 24; and
 - (B) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26 Award criteria

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

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

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28 Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29 Security deposit

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

- a. Cash or
- b. Banker's cheque/Demand draft, /Pay Order in favour of payable at..... or
- c. A bank guarantee in the form given in Section 10; or
- d. Specified Small Savings Instruments pledged to

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

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

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31 Corrupt or Fraudulent practices

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

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

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

**SECTION 3:
QUALIFICATION INFORMATION**

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____

Principal place of business: _____
[Attach Copy]

1.2 Total value of civil engineering construction 2017 - 18 _____
Works executed and payments received in the 2016 - 17 _____
Last five years (in Rs. Lakhs) 2015 - 16 _____
2014 - 15 _____
2013 - 14 _____

Attach Certificate from Chartered Accountant

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

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Attach Certificates from Engineers –in- Charge

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

Year	Name of Work	Name of Employer	Quantity (cum) ²⁰	of	work performed	Remarks (Indicate contract reference)
			Cement	Masonry	Earthworks	
			Concrete			
2013-14						
2014-15						
2015-16						
2016-17						
2017-18						

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

(A) Existing commitments and on-going works:

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

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

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

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

- 1.7 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.8 Qualification and experience of the key technical and management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this contract, if awarded. The Bidder shall provide details of the proposed personnel and their experience records with detailed resumes
- 1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (c): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER’S CERTIFICATE

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

Sd/-
Name of the Bank, Senior Bank Manger

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present Status

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

Form of Tender

Description of the Works: Tender for Construction of Barbed Wire fencing for open spaces under HT lines in Tumakuru.

Tender No : TSCL/TENDER/CR/18/2017-18/Construction of Barbed Wire Fencing

To
**MD and CEO,
Tumakuru Smart City Limited
Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road,
Coffee Board Colony, Tumakuru– 572102, Karnataka State**

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]*
(_____) *[in letters]*

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

The advance payment required is Rs.....

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

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

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer and address: -----

Letter of Acceptance

(Letter head paper of the Employer)

To: _____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the work of Construction of Barbed Wire fencing for open spaces under HT lines in Tumakuru vide Tender Reference No TSCL/TENDER/CR/18/2017-18, for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 29.1 of ITT for an amount of Rs. ———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Head

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(Letter head paper of the Employer)

To

----- (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the work Tender for Construction of Barbed Wire fencing for open spaces under HT lines in Tumakuru vide Tender Reference No TSCL/TENDER/CR/18/2017-18. A Tender Price of Rs.-----, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of
Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20____,

between _____

_____ [name and address of Employer]

(hereinafter called “the Employer”) of the one part and

_____ [name and

address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute Construction of Barbed Wire fencing for open spaces under HT lines in Tumakuru vide Tender Reference No TSCL/TENDER/CR/18/2017-18 (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

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

Construction of Fencing Under HT Lines

viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Employer

Binding Signature of Contractor

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A. General	30
1. Definitions	30
2. Interpretation	31
3. Law governing contract.....	31
4. Employer's decisions	32
5. Delegation	32
6. Communications.....	32
7. Subcontracting.....	32
8. Other Contractors	32
9. Personnel	32
10. Employer’s and Contractor's risks	32
11. Employer’s risks.....	32
12. Contractor’s risks	33
13. Insurance:	33
14. Site Investigation Reports:	34
15. Queries about the Contract Data	34
16. Contractor to construct the Works	34
17. The Works to be completed by the Intended Completion Date	34
18. Approval by the Employer:.....	34
19. Safety.....	35
20. Discoveries	35
21. Possession of the Site	35
22. Access to the Site	35
23. Instructions	35
24. Procedure for resolution of Disputes:.....	35
B. Time Control	35
25. Program	35
26. Extension of the Intended Completion Date	36
27. Delays ordered by the Employer	36
28. Management meetings.....	36
C. Quality Control	36
29. Identifying defects.....	36
30. Tests	36
31. Correction of defects	36
32. Uncorrected defects.....	37
D. Cost Control.....	37
33. Bill of Quantities (BOQ)	37
34. Variations	37
35. Payments for Variations	38
36. Submission of bills for payment	38
37. Payments	38
38. Compensation events.....	39
39. Tax.....	39

Construction of Fencing Under HT Lines

40. Price Adjustment	40
41. Liquidated damages.....	40
42. Advance Payments:	40
43. Securities:	40
44. Cost of Repairs:	41
E. Finishing the Contract.....	41
45. Completion	41
46. Taking over	41
47. Final account	41
48. As built drawings and /or Operating and Maintenance Manuals	41
49. Termination	41
50. Payment upon Termination	42
51. Property	43
52. Release from performance	43
F. Special Conditions of Contract.....	44

Conditions of Contract

A. General

1 Definitions

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

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

Compensation events are those defined in Clause 38 hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A **Variation** is an instruction given by the Employer which varies the Works. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Tender
 - (4) Contract Data
 - (5) Conditions of Contract
 - (6) Specifications
 - (7) Drawings
 - (8) Bill of quantities and
 - (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

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

4. Employer's decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

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

11. Employer's risks

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

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

12. Contractor's risks

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

13. Insurance:

- 13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
- (a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
 - (c) For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

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

15. Queries about the Contract Data

- 15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

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

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

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

18. Approval by the Employer:

- 18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for the design of Temporary Works
- 18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

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

23. Instructions

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

24. Procedure for resolution of Disputes:

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

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

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

B. Time Control

25. Program

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

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any

time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

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

27. Delays ordered by the Employer

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

28. Management meetings

- 28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
- 28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

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

30. Tests

- 30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

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

- 31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

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

D. Cost Control

33. Bill of Quantities (BOQ)

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

34. Variations

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

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

37. Payments

- 37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.

- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

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

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

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

- 38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

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

39. Tax

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

40. Price Adjustment

This complete clause is Not Applicable.

41. Liquidated damages

- 41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

- 42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest at 18% will be charged on the advance payment.
- 42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.
- 42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

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

44. Cost of Repairs:

- 44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

- 45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed after 12 months from the date of final settlement.

46. Taking over

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

47. Final account

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

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

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

49. Termination

- 49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 49.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

- (b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
- (e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) The Contractor does not maintain a security which is required;
- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

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

- 49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

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

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

51. Property

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

52. Release from performance

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

F. Special Conditions of Contract

1. Labour :

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

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

2. Compliance with labour regulations:

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

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

3. Protection of Environment:

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

regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Terms and Procedures of Payment (Clause no 37)

In accordance with the provisions of GCC Clause 37 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

All approved payments exclusive of the Mobilization Payment shall be made within sixty (60) days of receipt of invoice.

Civil Works

Ninety percent (90%) of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly.

Five percent (5%) of the total or pro rata value of works performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issuance of the Completion Certificate.

Five percent (5%) of the total or pro rata value of works performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon completion of the Defects Liability Period without defect(s) in accordance with SCC Sub-Clause 7

(B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows and may be changed as agreed by and between the parties during contract negotiations.

- a. The Contractor is entitled to submit monthly Progress Payment Invoices to the Project Manager for approval.

5. The Defects Liability Period is 12 months from the date of taking over by the Employer (passing of one rainy season). (Clause no 47.1) (Clause no 47) and shall have the following conditions

- 5.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the incidental design, engineering, materials, and workmanship of the Plant supplied and of the work executed.

- 5.2 The Defect Liability Period shall be Three hundred and Sixty-Five (365) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to Sub-Clause .
- 5.3 If during the Defect Liability Period any defect should be found in the incidental design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defector of any damage to the Facilities arising out of or resulting from any of the following causes:
- (a) Improper operation or maintenance of the Facilities by the Employer;
 - (b) Operation of the Facilities outside specifications provided in the Contract;
or
 - (c) Normal wear and tear.
- 5.4 The Contractor's obligations under this SCC Clause 7 shall not apply to:
- (a) If any materials that are supplied by the Employer, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
 - (b) If any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or
 - (c) If any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer
- 5.5 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- 5.6 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this SCC Clause 7. The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.
- 5.7 If the repair, replacement, or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement, or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.
- 5.8 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following

Construction of Fencing Under HT Lines

notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

- 5.9 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.
- 5.10 Except as provided in SCC Clauses 7, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.
- 5.11 In addition, any such component of the Facilities and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under SCC Sub-Clause 7.2.
6. Project Completion Time is **Within 6 (Six) Month** from the date of issue of Letter of Notice to proceed with the work. **(Clause no 45)**
7. Price Adjustment (Clause no 40) Not applicable
8. The liquidated damages for the whole of the works are **0.1% per day of delay** and that for the milestones as discussed and decided during negotiation). **(Clause no 41)**

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:

1. The Employer is: **Tumakuru Smart City Limited (TSCL)**
Name: **MD and CEO, TSCL**
Address: **Mahalakshmi Arcade, S.S. Puram Main Road,
Coffee Board Colony, Tumakuru– 572102,
Karnataka State**
2. Name of authorized Representative: **Executive Engineer, TSCL**
3. The name and identification number of the Contract is: **Construction of Barbed Wire fencing for open spaces under HT lines in Tumakuru vide Tender Reference No TSCL/TENDER/CR/18/2017-18**
4. The start date shall be the date of issue of notice to proceed with the work will be:
-----/02/2018
5. The Intended Completion Date for the whole of the work is: **-----/06/2018**
6. The following documents also form part of the Contract:
 - a. Agreement
 - b. Letter of Acceptance, notice to proceed with the works
 - c. Conditions of Contract with Special Conditions of Contract
 - d. Contract Data
 - e. Contractor's Tender
 - f. Specifications as per BOQ
 - g. Drawings
 - h. Bill of quantities.
7. The Site Possession Date is **-----/02/2018**
8. The Site is located at Various Locations below the HT lines in Tumakuru, Karnataka and is defined in drawings nos.

Signature

-----,

Signature

Executive Engineer, TSCL

9. The Defects Liability Period is 12 months (passing of one rainy season)

10. Milestone dates:

Physical works progress to be completed Period from the date of issue of notice to proceed with the work Refer SCC Clause 6

- Milestone 1 i.e., at the end of 2nd month–20 %
- Milestone 2 i.e., at the end of 3rd month – 40%
- Milestone 3 i.e., at the end of 4th month – 60%
- Milestone 3 i.e., at the end of 5th month – 80%
- Milestone 3 i.e., at the end of 6th month – 100%

11. The liquidated damages for the whole of the works are **0.1% per day of delay.**

The maximum amount of liquidated damages for the whole of the works is **10 %** of final contract price

12. The following events shall also be fundamental breach of the contract:

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

13. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30%.**

14. Payment conditions: (Clause No 37) Please refer to the Special condition of Contract Clause SCC 5

15. Insurance requirements are as under Clause 12 of CC 12

Type of Cover	Minimum cover for Insurance
(i)	Loss or damage to property of Third Party Full replacement cost
(ii)	Personal injury or death insurance (a) For Third Party Rs. 20.00 lakhs at Rs. 5.00 lakhs for 4 persons. (b) for Contractor's employees or labour In accordance with the statutory requirements applicable to Karnataka

Signature

Signature

M/s-----.

Executive Engineer, TSCL

SECTION 7: SPECIFICATIONS

Scope of work: Construction of Barbed Wire fencing along the perimeter of identified open space under High Tension line at Tumakuru.

Marking of the demarcated land under HT line of 'Tumakuru as per given layout drawings.

Barbed Wire fencing with one entry gate of 1.5m width for each land parcel under High Tension line has to be provided and fixed for the purpose of safety of the trees. It has to be fabricated from MS Rectangular pole, MS Angle, MS Flat as per the specs mentioned in the BOQ.

- Total number of Survey parcels are 15 and based on the survey parcels Barbed Wire fencing considered.
- Total perimeter of the area for the provision of Barbed Wire fencing is **4201.5 m**.

SECTION 8: DRAWING-

3. Drawing for the TSC-BWF-101-DWG-001- 3 Nos

SECTION 9: BILL OF QUANTITIES - Refer BOQ in the e-Portal**Construction of GI Barbed Wire Fencing Below HT Lines, Tumakuru****TSCL/TENDER/CR/18/2017-18/Construction of Barbed Wire Fencing**

Sl. No.	Description	Unit	Quantity	Rate In INR		Amount in INR	Note
				In Figure	In Words		
1	2	3	4	5	6	(4 X 5)	
1	Survey & demarcation of planting areas: Survey and demarcation of plantation boundary lines after clearing the rank growth to a width of 2m in the areas. With thick under growth.	KM	4.34				
2	Clearance of undergrowth in Maidan areas. Clearing the unwanted growth such lantana, eupatorium and such other thorny species over the entire area, heaping and burning the debris in areas where there is thick growth.	Ha	4.55				
3	KSRB 2-1.1: Earthwork in surface excavation in ordinary soil for leveling and lowering the ground manually (other than foundation of buildings, culverts, road drains and trenches of pipe lines and cables) and removing the excavated stuff to a distance not exceeding 50m and lift upto 1.5m, excavated surface levelled and nearly dressed, disposed earth to be levelled including breaking of clods and neatly dressed as per specifications.For embedding the IS Angles.	m3	496.12				

4	<p>KSRRB M800-18. G.I. Barbed Wire Fencing 1.8 Metre High:- Providing and fixing 1.8 metres high GI barbed wire fencing with 2.4 m angle iron posts 50 mm x 50 mm x 6 mm placed every 3 metres center to center founded in M-15 grade cement concrete, 0.6 metre below ground level, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with 12 horizontal lines and 2 diagonals interwoven with horizontal wires, fixed with GI staples, turn buckles etc complete as per clause 800.7 as per specifications. MORTH Specification No. 807 (excluding cost of Excavation for foundation and Foundation concrete).</p>	m	4201.55				
5	<p>KSRRB M2500-10. Providing and laying Cement Concrete Grade M-15 MORTH Specification No. 2507.2 complete as per drawing and Technical Specifications.</p>	m3	496.12				
6	<p>Providing and fixing M.S. Gate as per Drawing, using 50mm x 50mm 14 guage M.S. hollow pipe frame work bent to ornamental shape as shown in the drawing and 35mm x 6mm and 16 x 16mm Square rods for verticals alternatively spaced at 4cms c/c in two halves and 40mmx6mm M.S. flats for horizontal member and at the top cast iron spikes are provided at alternate vertical members as shown in the drawing etc., complete. All the steel surface should be thoroughly cleaned free of rust and painted with anti corrosive paint (shop paint) etc., complete. The work includes cost of all materials, labour charges for all items of work, hire charges for welding, cutting and grinding equipment, and electricity charges, with lead and lift, loading and unloading charges, etc., complete as per specification.</p>	m ²	83.70				

7	KSRB 15-18.1 : Applying red lead ready mix priming coat over new steel or other metal surface including preparing the surface after thoroughly cleaning oil, grease, dirt and ther foreign matter, and scoured with wire brushes, fine steel wool, sand papers including cost of materials, labour, complete as per specifications.	m2	682.28				
8	KSRB 15-18.2 : Providing and applying enamel metal paint two coats (excluding priming coat) over new steel or other metal surface brushing to give an even shade after cleaning oil, grease, dirt and other foreign matter, including cost of materials, labour, complete as per specifications.	m2	682.28				
Total in Figures Rs							
Total in Words Rs							

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 19.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]
- (5) Tenderer to sign and stamp all the Pages of the Bill of Quantities.

Name of Bidder: _____

Signature of Bidder: _____

Rubber seal of the Company

SECTION 10 : FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor]*
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute

_____ *[name of Contract and brief description of Works]*
(hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ *[amount of guarantee]*

²⁹ Rupees _____ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

_____ *[amount of guarantee]* ³⁰ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

²⁹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

³⁰ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract