

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 TOILET BLOCK AT NCC CAMPUS, TUMAKURU, KARNATAKA AS PER
THE SPECIFICATION PROVIDED**

Tender Reference Number	TSCL/TENDER/CR/31/2017-18
Period of Sale of Tender Document E-Procurement Website http://eproc.karnataka.gov.in	From March 02, 2018 to March 20, 2018
Pre Tender Meeting Date, Time, Venue	March 12, 2018, 12:30 hours Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State
Last date for Sale of Tender Documents	March 20, 2018, 16:00 hours
Last date and Time for Receipt of Tender	March 20, 2018, 16:00 hours
Time and date of Opening of Technical and Financial Proposal	March 23, 2018, 16:00 hours Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State
Earnest Money Deposit (EMD)	Rs.15,100.00/-
Bid Validity Period	90 days from the Bid Due Date
Address for Communication	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State E-Mail- bids@smartcitytumakuru.in

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SECTION 1: INVITATION FOR TENDERS (IFT)

IFT No.: TSCL/TENDER/CR/31/2017-18

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 for any or all of the works given in the Table.
2. Tender documents can 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 shall be submitted electronically (on-line through interne e-Procurement web-site (www.eproc.karnataka.gov.in) on or before **March 21, 2018, 16:00 hours** and will be opened in the presence of the Tenderers who wish to attend at the Office of TSCL. Other details can be seen in the Tender documents. 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. Other details can be seen in the tender documents prepared as per the KW1 Format with the changes incorporated as Government orderNo. FD 4 PCL2008, Bangalore Dated 14-10-2008 and Government order No. FD 480 EXP-12-2014, Bangalore Dated 19-07-2014

Package No	Name Of the Work	Approximate Value of the Work (Rs)	Earnest Money Deposit (Rs)	Cost Document (INR)	Period of Completion
TSCL/TENDER/CR/31/2017-18	Construction of Toilet Blocks at NCC Campus Premises, Tumakuru, Karnataka,	₹ 12,07,341/-	Rs.15,100/-	As per e-portal	Within 4 Month from the date of issue of Notice to Proceed

Seal of office

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The **Tumakuru Smart City Limited (TSCL)** 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 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.2 **Tenders from Joint ventures are not acceptable.**

3. Tender capacity:

- 3.1 Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under

$$\text{Assessed available tender capacity} = (A * N * 5.0 - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (*updated to ———⁹ 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 ———¹⁰price 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*.*

- 3.2 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.

B. Tender documents

4. Content of Tender documents

- 4.1 The set of tender documents shall have all the Sections given in Page 2:
- 4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda in the e-Portal.
- 5.2 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.
- 5.3 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

6. Documents comprising the Tender

- 6.1 The tender submitted by the Tenderer shall comprise the following:
 - (a) The Tender (in the format indicated in Section 3).
 - (b) Earnest Money Deposit;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;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 8 shall be filled in without exception.**

7. Tender prices

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than 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.
- 8.2 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 9 in all respects.

9. Earnest money deposit

- 9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount **(1.25% of the amount put to tender)** 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
- 9.2 Earnest money deposit for the tender shall be valid for 45 days beyond the Validity of the Tender
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.
- 9.4 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 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 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

10. Format and signing of Tender

- 10.1 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. **(COPY NOT APPLICABLE SINCE e-PROCUREMENT).**
- 10.2 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
- 10.3 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

11. Sealing and marking of tenders

- 11.1 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. **(COPY NOT APPLICABLE SINCE e-PROCUREMENT).**
- 11.2 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 Toilet Blocks at NCC Campus, Tumakuru, Karnataka,**
Tender Reference No TSCL/TENDER/CR/31/2017-18
DO NOT OPEN BEFORE 16:00 Hrs, March 21, 2018
- 11.3 In addition to the identification required in Sub-Clause 11.2, 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 13.
- 11.4 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).**

12. Deadline for submission of the Tenders in E-portal

- 12.1 Tenders must be received by the Employer at the address specified above no later than **16:00 hours, March 20, 2018.**

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

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, 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

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

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

14.4 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 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

1 4.5 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

15. Tender opening

15.1 The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at 1500 hours on the date and the place specified in Clause 12. 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.

15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail.

- 15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, 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 except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

- 16.1 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.

17. Clarification of Tenders

- 17.1 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 19.
- 17.2 Subject to sub-clause 17.1, 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.
- 17.3 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.

18. Examination of Tenders and determination of responsiveness

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.
- 18.2 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.

- 18.3 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.

19. Correction of errors

- 19.1 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.
- 19.2 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 9.6 (b).

20. Evaluation and comparison of Tenders

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2 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 19; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3 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.

F. Award of Contract

21. Award criteria

- 21.1 Subject to Clause 23, 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.

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

- 22.1 Notwithstanding Clause 21, 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.

23. Notification of award and signing of Agreement

- 23.1 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").
- 23.2 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 24.
- 23.3 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.
- 23.4 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.

24. Security deposit

- 24.1 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 :
- Cash or
 - Banker's cheque/Demand draft,/Pay Order in favour of payable ator
 - Specified Small Savings Instruments pledged to
- (NOT APPLICABLE since the bidder belongs to Schedule Caste)**
- 24.2 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. **(NOT APPLICABLE)**
- 24.3 **Security deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first and final bill the entire security deposit will be deducted from the final bill.**

- 24.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

- 25.1 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.
- 25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.
26. Pre Tender meeting will be conducted **on March 12, 2018, 12:30 hours** at the office of as per following address:

**Office of the MD & CEO,
Tumakuru Smart City Limited,
Mahalakshmi Arcade,
S.S. Puram Main Road, Coffee Board Colony,
Tumakuru – 572102
Karnataka**

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

Form of Tender

Description of the Works: Tender for Construction of Toilet Blocks at NCC Campus Premises,
Tumakuru , Karnataka,
Tender Reference No TSCL/TENDER/CR/31/2017-18

To

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

Sub: Tender for Construction of Toilet Blocks at NCC Campus Premises, Tumakuru ,
Karnataka, Tender Reference No TSCL/TENDER/CR/31/2017-18

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying

this Tender for the Contract Price of _____ [in figures]
(_____) [in letters].¹⁵

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

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

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

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer

Address: _____

SECTION 3: QUALIFICATION INFORMATION (Mandatory)

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

Place of Registration:

[Attach copy]

Principal place of business:

[Attach copy]**1.2 Total value of works for Supply, Installation Commissioning of Street Lighting executed and payments received in the last five years (in Rs. Lakhs)**

2017 -18 _____

2016 -17 _____

2015 -16 _____

2014 -15 _____

2013 -14 _____

Attach Certificate from Chartered Accountant**1.3 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	Anticipated date of Completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of the Work	Place & State	Name and Address of the Employer	Estimated value of Works (Rs Lakhs)	Stipulated period of completion	decision is expected	Remarks if any
1	2	3	4	5	6	7

- 1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

Letter of Acceptance
(letterhead paper of the Employer)

Tender Ref: TSCL/TENDER/CR/31/2017-18

Date:

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the Tender for Construction of Toilet Blocks at NCC Campus Premises, Tumakuru , Karnataka, **vide** Tender Reference No TSCL/TENDER/CR/31/2017-18 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 24.1 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 24.3 of ITT will be taken.

You are requested acknowledge the receipt of this letter by submitting the copy duly signed, stamped as Un-conditional acceptance of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

Tender Ref: TSCL/TENDER/CR/31/2017-18

Date:

To

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

—————

—————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the Tender for Construction of Toilet Blocks at NCC Campus Premises, Tumakuru ,Karnataka, **vide** Tender Reference No TSCL/TENDER/CR/31/2017-18 a Tender Price of Rs.—————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

You are requested acknowledge the receipt of this letter by submitting the copy duly signed, stamped as Un-conditional acceptance of this letter.

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 Toilet Blocks at NCC Campus Premises, Tumakuru ,Karnataka, **vide** Tender Reference No TSCL/TENDER/CR/31/2017-18 (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) Contract Data;
 - v) Specifications;
 - vi) Drawings;
 - vii) Bill of Quantities;
 - viii) Contractor's Tender; 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 4: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

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

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

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

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 2.3 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) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

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. Queries about the Contract Data

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

14. Contractor to construct the Works

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

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

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

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

17. Discoveries

17.1 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.

18. Possession of the Site

18.1 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.

19. Access to the Site

19.1 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.

20. Instructions

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

B. Time Control

21. Program

21.1 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.

- 21.2 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.

22. Extension of the Intended Completion Date

- 22.1 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.
- 22.2 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.

23. Delays ordered by the Employer

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

24. Management meetings

- 24.1 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.
- 24.2 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

25. Identifying defects

- 25.1 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

26. Tests

- 26.1 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.

27. Correction of defects

- 27.1 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.

- 27.2 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.

28. Uncorrected defects

- 28.1 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

29. Bill of Quantities (BOQ)

- 29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 29.2 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

30. Variations

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.

31. Payments for Variations

- 31.1 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.

- 31.2 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.
- 31.3 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
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 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.
- 31.5 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.
- 31.6 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.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. submission of bills for payment

- 32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 32.2 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.
- 32.3 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.

33. Payments

- 33.1 Payments shall be adjusted for deductions for retention, 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.
- 33.2 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.

34. Compensation events

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.

35. Tax

- 35.1 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.

36. Liquidated damages

- 36.1 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. 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.
- 36.2 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.

37. Cost of repairs

- 37.1 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

38. Completion

- 38.1 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.

39. Taking over

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

40. Final account

- 40.1 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.

41. As built drawings

- 41.1 If "as built" Drawings²⁰ are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 41.2 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.

42. Termination

- 42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 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.”

42.3 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 42.2 above, the Employer shall decide whether the breach is fundamental or not.

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

42.5 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.

43. Payment upon Termination

43.1 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.

- 43.2 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.

44. Property

- 44.1 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.

45. Release from performance

- 45.1 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 33)

In accordance with the provisions of GCC Clause 33 (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. The Contractor is responsible for shipping, handling, insurance and inland transportation

For the BOQ Items as per the Bid proposal submitted

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. Ten percent (10%) of the total value performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issuance of the Completion Certificate.

(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.

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

5. The liquidated damages

A. During Construction and commissioning period: 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 36)

6. The Defects Liability Period (Clause no 40) and shall have the following conditions

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.

The Defect Liability Period shall be 1(one) year from the date of Operational Acceptance of the Street Lighting system.

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 defect or 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.

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

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.

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.

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.

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 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.

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.

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.

7.11 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.

8. Functional Guarantees

The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications, and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 49.2

If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either

(a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or

(b) Pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix (Functional Guarantees) to the Contract Agreement.

The payment of liquidated damages under SCC Sub-Clause 8.3, up to the limitation of liability specified in the Appendix (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under SCC Sub-Clause 8.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

9. Project Duration (Clause no 38)- Six (6) Months from the date of Issue of Notice to Proceed

10. Price Adjustment- Not applicable – Fixed BOQ Price Contract

11. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

SECTION 5: CONTRACT DATA

The following documents are also part of the Contract:

1. The Employer is : **Tumakuru Smart City Limited**

Name: **MD and CEO,**

Address: **Mahalakshmi Arcade, S.S. Puram Main Road,**

Coffee Board Colony, Tumakuru– 572102, Karnataka State

Name of authorized Representative: _____

2. The name and identification number of the Contract is : Construction of Toilet Block at NCC Campus ,Tumakuru, Karnataka, as per the specifications provided
3. Tender No – vide Tender No TSCL/TENDER/CR-26/2017-18
4. The Works consist of Construction of Toilet Block at NCC Campus ,Tumakuru, Karnataka, as per the specifications provided
5. The start date shall be the date of issue of notice to proceed with the work with 7 days The Intended Completion Date for the Whole Work: Six(6) months for the Commissioning and Handing Over
6. The Site Possession Date is -----
7. The Site is located at Amanikere Lake Premises, Tumakuru, Karnataka and is defined in drawings nos-----
8. The Defects Liability Period is 12 months (from the date of Acceptance and taking Over of the Project) Refer SCC Clause 7
9. 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 1st month – 30 %
Milestone 2 i.e., at the end of 2nd month – 60%
Milestone 3 i.e., at the end of 3rd month – 80%
Milestone 4 i.e., at the end of 4th month – 100 %
10. The liquidated damages during the Construction Period for the whole of the works shall be **0.1% per day of delay. (Clause no 36)** The maximum amount of liquidated damages for the whole of the works is 10(ten) percent of final contract price

11. The date by which “as-built” drawings (in scale) in 5 sets for Each Location are required is within 30 days of issue of certificate of completion.
12. The following events shall also be fundamental breach of the contract (Refer 49.2):
 - a. 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 30percent
14. Insurance requirements are as under:

Type of Cover	Minimum cover for Insurance	
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) For Third Party 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	

15. **The amounts of the advance payment are:** Not Applicable

16. Payment conditions:

Please refer to the Special condition of Contract Clause SCC 5

SECTION 6: SPECIFICATIONS

Objectives

The Government of Karnataka has accorded approval for implementation of Smart Cities Scheme in the State. The High Power Steering Committee (HPSC) for Smart Cities Scheme has also been constituted under the Chairmanship of Chief Secretary with representatives of various State Government departments to guide the mission in the State.

The High Powered Steering Committee (HPSC) had recommended selection of six cities, viz., Belagavi, Shivamogga, Mangaluru, Hubballi Dharwad, Tumakuru & Davanagere for development under the Smart Cities Scheme based on the guidelines issued by the Ministry of Urban Development (MoUD), GoI.

Area based development: The identified area of the Tumakuru city shall be developed into a “Smart Area” which shall incorporate the features/ elements proposed in its Smart City Proposal including revival & rejuvenation of Amanikere Lake, Development of Integrated Bus Terminal as a central transit hub, improved solid waste management, LED street lights, pedestrian footpaths & cycle track, underground utility corridor, etc.

Out of all the projects in Tumakuru Smart City Proposal, PMC-TSCL has proposed this project of providing toilets block at 4th Karnataka Battalion NCC Campus under Public Utility Improvements.

NCC is a premier youth organization in development of Youth of our country. NCC is the bedrock for development of a youth into a mature responsible citizen. NCC training exposes the cadet to regimental way of life that inculcates the value of discipline, duty, punctuality, orderliness, smartness and respect to the authorities. The training inculcates military work ethos. Established in 1948 through an Act of Parliament, was initially mandated to create a second line of defence however with time and reduced threat of a conventional warfare the organization has transformed itself into a primer Youth empowerment & development organization through its curriculum and spheres of activities.

Despite having 32 acres of land, 4th Karnataka Battalion NCC has only one toilet block for cadets which is currently defunct. Due to which 300 cadets are forced to search for alternative facilities in and around the campus.

The above stated problem has taken seriously and TSCL has taken up the project to provide a toilet block within the campus under Smart City Mission.

The proposed block is having facilities male and female cadets separately. For male toilet block there are 02 water closets and 03 urinals with one wash basin and for female toilet block there are 02 water closets and one washbasin.

SECTION 7: DRAWINGS

Layout- As per the attached

SECTION8: BILL OF QUANTITIES

Refer BOQ in the e-Portal

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the 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 in all the Pages of Bill Of Quantities to sign by the Authorised Representative of the Tenderer, Stamp and mention the date

SECTION 9: 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