



Tumakuru Smart City Limited

Bidding Document
For Procurement of
<https://www.eproc.karnataka.gov.in>

Construction of 5 MLD STP based on SBR Technology at Park near Amanikere, on Design, Build & Operate (DBO) basis, including 2 months of trial run followed by Operation & Maintenance for 5 years period.

Single-Stage, Two-Envelope
Bidding Procedure
Adopted for e-procurement

Volume I
(Tender Documents)

TENDER REFERENCE NO.	TSCL/TENDER/CR/16-1/2017-18
PERIOD OF SALE OF TENDER DOCUMENTS	March 07, 2018 to April 07, 2018
PRE BID MEETING	March 17, 2018, 11:30 Hrs.
LAST DATE FOR SUBMISSION OF TENDER DOCUMENT	April 07, 2018, 16:00 Hrs.
TIME & DATE OF OPENING OF FIRST COVER OF TENDER	April 09, 2018, 17:00 Hrs.
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- office@smartcitytumakuru.in

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SECTION 1: INVITATION FOR TENDERS (IFT)

Date: March 07, 2018

IFT No.: TSCL/TENDER/CR/16-1/2017-18

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 through Government of Karnataka E-Procurement website for any or all of the works given in the Table. *Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to submit two separate sealed¹ covers, one containing the Earnest money deposit (EMD)² 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 tender³ 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 (all volumes) 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.

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)

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

¹ Sealed means digitally sealed

² EMD to be paid online

³ Price tender to be uploaded online only

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 e-Procurement web-site (www.eproc.karnataka.gov.in) on or before **April 07, 2018, 16:00 Hrs** and will be opened online in the presence of the Tenderers who wish to attend at the **Office of 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-bid meeting will be held on **March 17, 2018 at 11:30 Hrs.** 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.

Tender No.	Name Of the Work	Estimated project Cost (Rs)	Earnest Money Deposit (Rs)	Cost of Document (INR)	Period of Completion
1	2	3	4	5	6
TSCL/TENDER/CR/16-1/2017-18	Construction of 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru On Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years	9,79,56,000/-	14,69,341/-	As per e-procurement	12 Months for Construction, Erection and Commissioning and 2 months for trial run period, from the date of issue of LOA followed by 5 years O&M

Seal of office

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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 shall submit tenders for 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. However consortium of maximum 03 is allowed.** Please refer annexure -1 of this document for details.

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. 2012-2013 to 2016-2017

- a) Achieved in at least two financial years an average financial turnover (total of all classes of civil engineering construction works, Mechanical & Electrical Equipment works only) of **INR. 19,59,12,000/- (Nineteen crore fifty nine lakhs twelve thousand only);**

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) Satisfactory completed at least 90% of the Contract value, as a prime contractor for at least one similar work⁴ construction of Sewage Treatment Plan or Effluent Treatment Plant based on SBR/MBBR/ASP/MBR Technology with biological treatment process in the Govt. /Semi Govt. Sector on an EPC/Design Build Transfer/ turnkey basis of value not less than the Rs. 433 Lakhs.

- c) Designed, executed, tested & commissioned in last Five years:
- i) One Single Contract Sewage Treatment Plant (SBR/MBBR/ASP/MBR Based) – capacity of 2.5 MLD capacity
- Or
- ii) Two Contracts Sewage Treatment Plant (SBR/MBBR/ASP/MBR Based) – each capacity of 1.25 MLD capacity
- Or

⁴ Similar Work means of construction of Sewage Treatment Plan or Effluent Treatment Plant based on SBR/MBBR/ASP/MBR Technology with biological treatment process

- iii) Three Contracts Sewage Treatment Plant (SBR/MBBR/ASP/MBR Based) – each capacity of 0.8 MLD capacity
- iv) The Tenderer or his approved nominated class-1 sub-contractor should possess required valid electrical license for executing electrification works and should have executed minimum one similar work of a value not less than INR. 50,00,000/- in any of the one year during last Five years.
- v) The Tenderer or his approved nominated class-1 sub-contractor for Operation & Maintenance (O&M) of STP plant should possess valid Electrical license and should have executed minimum one similar O&M works of a value not less than INR. 11,50,000/- in any of the one year during last Five years.

3.3 Each Tenderer should further demonstrate:

- a) 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 must demonstrate that it has the personnel for the key positions that meet the following requirements:

N^o	Position	Minimum Number of Staff	Total Work Experience (years)	Experience in Similar Works (years)	Experience as Manager of Similar Works (years)
1	Project Manager	1	15	7	3
2	Design Engineer	1	10	5	3
3	Quality Control Engineer	1	7	4	2
4	Civil Engineer	2	7	4	2
5	Electrical Engineer	1	5	3	1
6	Health, Safety and Environmental Officer	1	5	3	2
7	Mechanical Engineer	1	5	3	1

The Bidder shall provide details of the proposed personnel and their experience records with detailed resumes

- b) Each Tenderer should further demonstrate
 - a. The minimum availability of following critical equipment

No.	Equipment Type and Characteristics	Min. Number Required
1	Excavators	1
2	Tipper	2

3	Concrete Mixers	2
4	Concrete Vibrators	4
5	Dewatering Pumps	2
6	DG Set 5 KVA	1

- b. The bidder shall provide relevant documents for the availability for this work
- c) liquid assets and /or availability of credit facilities (Credit lines/ letter of credit/ certificates from banks ⁵for meeting the fund requirement etc.) not less than Rs 2,16,25,000/- (Two crore sixteen lakhs twenty five thousand)
- 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:

$$\text{Assessed available tender capacity} = (A * N * 1.5 - B)$$

Where

A = Maximum value of civil engineering & electro-mechanical works ⁶executed in any one year during the last five years (*updated to FY 2016-17 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 FY

2016-17 price level, of existing commitments and on-going works to be completed during the next one year (*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:

⁵ The letter from the bank should not be signed later than the six months from the last date of the uploading of the bid document

⁶ For Civil and Electro-mechanical works refer definition of similar works

- 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 site visit is mandatory for tenderer. The Tenderer at his own responsibility 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-bid meeting:

- 8.2.1** The Tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at

TSCL Office, 1st Floor, Mahalakshmi Arcade, SS Puram Main Road, Tumakuru, Karnataka at 11:30 hrs, March 17, 2018.

- 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-bid 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-bid meeting.
 - 8.2.5 Non-attendance at the pre-bid 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 covers and shall contain the documents as follows:
 - 10.1.1 First Cover:**
 - a) Earnest Money Deposit;
 - b) Qualification Information as per formats given in Section 3;
 - 10.1.2 Second Cover:**
 - a) The Tender (in the format indicated in Section 4)And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3 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.

- 11.2 The Tenderer shall fill in rates and prices (both in figures and words) for all items of the Works along with total tender price (both in figures and words).
Items for which no rate or price is considered 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 items quoted for the construction and/or commissioning of the project..
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 one hundred twenty (120) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

- 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 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 23; 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 10 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)**.
- 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. The tender upload the scanned copy of the original on the e-procurement portal. The original copy shall be retained by the tenderer and the same may be submitted to the employer on request.
- 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 seal⁷ 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)**.
- 15.2 The **inner and outer** envelopes shall
 - a. be addressed to the Employer at the following address:
MD-CEO,
Tumakuru Smart City Limited,

⁷ Seal means where ever physically envelop submitted shall be sealed physically, where ever electronic envelop submitted/uploaded shall be sealed digitally. This shall be applicable for all the sealed envelope.

**Mahalakshmi Arcade,
S.S. Puram Main Road, Coffee Board Colony,
Tumakuru – 572102
Karnataka**

b. bear the following identification:

Tender for Construction of 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years after successful completion of trial run.

Tender Reference No: TSCL/TENDER/CR/16-1/2017-18

DO NOT OPEN BEFORE 17:00 Hrs, April 07, 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.

15.3 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 or unsuccessful of uploading the tender document on e-procurement portal, as the case may be.

15.4 Financial bid, consisting of the bidders financial quote for the project in prescribed format shall be submitted online only. Any financial bid received in part or incomplete form shall be considered as non-responsive bid and shall be rejected.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer on e-procurement of Karnataka at the web address specified above not later than **16:00 Hrs, April 07, 2018**. The original bid shall be prepared and submitted as indicated below in the electronic mode using their digital signatures⁸ in the correct slots in the E-Procurement Website. The Bidder shall digitally sign and submit the proposal electronically through the unified e-Procurement platform: www.eproc.karnataka.gov.in

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

⁸ For type of digital signatures, refer e-procurement portal

the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify their Tenders as per the provisions on e-procurement portal. The tenderer may withdraw their tender by giving as notice in writing to the employer before the deadline prescribed in Clause 16 if the tender is submitted digitally signed

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. No modifications is permitted online after submission of the digitally signed tender. For withdrawal of tender refer clause 18.1

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. (Deleted)

E. Tender opening and evaluation

19 Opening⁹ of First Cover of all Tenderers and evaluation:

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 **17:00 hours on April 09, 2018** 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.

⁹ Tender will be opened online

- 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. Late¹⁰ and withdrawn¹¹ 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 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.
- 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 13 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. (Deleted)
- 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

¹⁰ Late tenders are not permitted to be uploaded online

¹¹ Withdrawn tenders shall not be opened online

- 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 40 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 or front loaded 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 activities of the activity schedule, 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. Additional security of unbalance bid shall be as per Government of Karnataka's Rules in the event of default of the successful under the contract.

F. Award of Contract

2 Award criteria

- 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.

3 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.

4 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.

5 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 or front loaded tenders¹² in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract. :

- i. Cash or
- ii. Banker's cheque/Demand draft,/Pay Order in favour of M.D. & CEO, TSCL
_____payable at Tumakuru_____or
- iii. A bank guarantee in the form given in Section 10; or

¹² Unbalanced tender is defined as a tender where the tender premium is negative beyond 10%. Additional security shall be collected for all tenders whose tender premium is negative beyond 10%, and no additional security shall be collected for all tenders whose tender premium is upto minus 10%. Additional security shall be collected only to the extent of negative percentage beyond minus 10%.

iv. Specified Small Savings Instruments pledged to M.D.& CEO, TSCL

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.

6 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.

7 Corrupt or Fraudulent practices

31.1 The GOK (Government of Karnataka) 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 _____
[Attach Copy]
 Principal place of business: _____

- 1.2 Total value of civil engineering construction 2016 - 17 _____
 Works executed and payments received in the 2015 – 16 _____
 Last five years (in Rs. Lakhs) 2014 – 15 _____
 2013 – 14 _____
 2012 – 13 _____

Attach Certificate from Chartered Accountant

- 1.3 Work performed as Prime Contractor (in the same name) on works of similar nature¹³ 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: (Deleted)

Year	Name of Work	Name of Employer	Quantity of work performed (cum) ²⁰			Remarks (Indicate contract reference)
			Cement concrete	Masonry	Earthworks	
2012-13						
2013-14						
2014-15						

¹³ For works of similar nature definition refer Clause 3.2 b

2015-16						
2016-17						

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 period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment ¹⁴are 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 ¹⁵in permanent employment with the Tenderer and those that are proposed to be deployed on this contract, if awarded.

¹⁴ For details of equipment Refer Clause 3.3 b

- 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

- 1.13 Brief technical proposal which includes the broad process calculations, proposed schematic plant layout, hydraulic flow diagram, process and instrumentation diagram (as describes in Section 8) complying the technical specifications provided in Volume II along with program of construction, backed with equipment planning and deployment and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications provided in Volume II within the stipulated period of completion as per milestones.

¹⁵ For details refer 3.3a

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 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years.

Tender Reference No TSCL/TENDER/CR/16-1/2017-18

Tender

To:

Address:

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 words].

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(Letterhead 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 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years vide Tender Reference No TSCL/TENDER/CR/16-1/2017-18, name of the contract and identification number, as given in the Instructions to Tenderers] 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

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 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years vide Tender Reference No TSCL/TENDER/CR/16-1/2017-18. 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 Tender for Construction of 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years vide Tender Reference No TSCL/TENDER/CR/16-1/2017-18 (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) Contractor's Tender;
 - iv) Contract Data;

- v) Conditions of contract (including Special Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Activity Schedule; 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

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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.

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 45.1.

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) Activity Schedule 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 and period of operation and maintenance), 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, is required to do all the necessary investigations as per the site/ project requirement. The supplement information is available in the tender document for reference.

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. If the works programme is revised by the contractor the approval of the employer is necessary. The contractor shall submit the revised works programme along with the deployment of the resources for approval of employer.

18. Approval by the Employer:

18.1 The Contractor shall submit design, specification and all the drawings for the approval of the employer before start of execution. The contractor shall also submit the specifications and the 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 all the project's work including Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of all the project's work including 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 showing the deployment of resources (human and machinery) and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events, if any.

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 The contractor shall carry out all the test required for the execution and completion of the work such as testing of material, components, equipment as per the requirement of relevant codes as per specification.

30.2 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. Activity Schedule

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

33.2 The Activity Schedule is used to calculate the Contract Price. The Contractor is paid for the activity of the work done at the rate in the Activity Schedule for each activity.

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 Activity Schedule;
- (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;
- (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 activity appearing in the Activity Schedule 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 (Deleted)

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 value of the activity of the Activity Schedule completed.
- 36.3 The Employer may exclude any activity and/or part of the activity paid in a previous bill or reduce the proportion of any activity and/or part of the activity 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 90 days of submission of bill with all requisite supporting documents.
- 37.2 Activity (-ies) 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.

37.3 From each payment to be made to the contractor, employer shall withheld 5% of the payable amount. The same shall be released after completion of defect liability period.

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 prevent the work being completed before the Intended Completion Date, the Intended Completion Date is extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

38.3 (Deleted)

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 all the applicable 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.
- 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/ front loaded 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 90 days of receiving the Contractor's revised account.

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

48.1 "As built¹⁶" 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;

¹⁶ Completion Drawings

- (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 along with requisite supporting documents 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. The contractor shall submit Environmental Management Plan (EMP) and its monthly compliances.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

- (a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)
- (b) Arbitration proceedings shall be held at Bangalore, Karnataka, India
- (c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
- (d) **Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

5. 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 Activity wise 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.

Activity wise payment schedule of the contract price shall be paid as per the following table.

Schedule No	Description	Percentage of Total Quoted Price
1	Design Services	1.50%
2	Plant & Mandatory Items	40.00%
3	Civil Works	39.00%
4	Installation & Other Services	4.00%
5	Special Tools and Tackles	0.35%
6	Training of Personnel	0.15%

7	Operation & Maintenance Services	15.00%
	Total of Schedule 1 to 7	100.00%
	Provisional Sum	10,00,000
	The contractor shall not quote the amount for the provisional sum. The Provisional sum amount shall be used for payment to the line department by the employer (BESCOM for electrical connection, PCB & KSPCB for NOC etc.)	

Activity wise price schedule to be inserted

(A) Terms of Payment

The Contractor shall be responsible for shipping, handling, insurance and inland transportation etc.

Schedule No. 1 – Design Services

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 1- Design Services Amount

Item	Description	Payment Qty.		Milestone	
		Percentage of total quoted price		Submission & approval of draft Design & Drawing	Submission & approval of Final Design & Drawing
1	2	3	4	5	6
1.1	Process Design and GFC Drawings	35.00%	1	40% of 35%	60% of 35%
1.2	Structural Designs and GFC Drawings	30.00%	1	40% of 30%	60% of 30%
1.3	Mechanical including Piping, Electrical and Instrumentation & Control Designs and GFC Drawings	24.00%	1	40% of 24%	60% of 24%
1.4	As built drawings for the plant	10.00%	1	40% of 10%	60% of 10%
1.5	Operation and Maintenance Manual	1.00%	1	40% of 1%	60% of 1%
	Total for Item no 1.1 to 1.5	100.00%			

Schedule No. 2 – Plant and Mandatory Items

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 2- Plant and Mandatory Items Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-2	Payment Milestone	
			4	5
1	2	3	4	5
1	Supply of Mechanical equipment's for following works			
1.1	Bypass chamber, Flow splitter chamber, Inlet works (Raw sewage pump house including receiving chamber and coarse screen, mechanical & manual)	12.00%	Procurement 60% of column 3 against submission of proof of the Proforma Invoice	Procurement 40% of column 3 against inspection of material at site
1.2	Primary Treatment units (Fine screening and mechanical grit remover)	8.00%		
1.3	Secondary treatment units (SBR process units)	32.00%		
1.4	Solids and sludge handling units including Centrifuge.	10.00%		
1.5	Effluent Disposal arrangements including chlorination units	3.50%		
1.6	Ancillary units (and units not covered above)	2.50%		
2	Electrical system for all the works, Generator, Electrical supply line.	17.00%		
2.1	11 KV supply line from tapping point	3.00%		
3	Instrumentation and Control Equipment for all the works.	5.00%		
4	DI K9 water supply lines, Length as per STP Layout.	2.00%		
5	Tapping sewer line from nearest Manhole till STP and laying of DWC HDPE pipes for gravity sewer line from Bypass chamber to flow splitter chamber and for Bypass complete in all respect, Length as per STP Layout.	2.00%		
6	Any other Item required for full functional Completion of the Project including for the Operation and Maintenance of the Plant but not covered above.	3.00%		
	Total for Item no 1 to 6	100.00%		

Schedule No. 3 – Civil Works

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 3- Civil Works Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-3	Payment Milestone			
			4	5	6	7
1	2	3	4	5	6	7
1	Civil Works		10% of value in column 3 at completion of Excavation & Foundation works	30% of value in column 3 at completion of Sub Structure works	40% of value in column 3 at completion of Super Structure works	20% of value in column 3 at completion of Finishing Works (Plastering, Water Proofing, painting etc.) including testing as per requirement
1.1	Bypass chamber, Flow splitter chamber, Inlet works (Raw sewage pump house including receiving chamber and coarse screening)	15.50%				
1.2	Primary Treatment Units (Fine screening and grit removal)	7.50%				
1.3	Secondary treatment units (SBR process units)	30.00%				
1.4	Solids and sludge handling units including Centrifuge.	7.00%				
1.5	Effluent Disposal arrangements including chlorination units	7.50%				
1.6	Ancillary units (and units not covered above)	2.00%				
2	Other					
2.1	Formation of Finished G L, 1.0M above HFL.	5.50%				
2.2	Utility building and toilet blocks including water supply	7.00%				
2.3	Approach road, Plant roads and	4.00%				

	drainage					
2.4	Boundary wall, Watchman's Cabin, Staff quarters	6.50%				
2.5	Landscaping and Horticulture	1.40%				
2.6	Yard Lighting	0.60%				
2.7	Commissioning and Tests on Completion	0.40%				
	Internal Road Works	1.60%				
	Fencing Works	3.00%				
2.8	Manholes	0.50%				
	Total for Item no 1 & 2	100.00%				

Schedule No. 4 – Installation and Commissioning

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 4- Installation & Commissioning Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-4	Payment Milestone		
			4	5	6
1	2	3	4	5	6
1	Installation of mechanical equipment for the following works				
1.1	Bypass chamber, Flow splitter chamber, Inlet works (Raw sewage pump house including receiving chamber and coarse screening)	11%	50% of value in column 3 after successful installation and approval from Engineer	30% of value in column 3 after successful train run and approval from Engineer	20% of value in column 3 after successful testing & commissioning and approval from Engineer in charge
1.2	Primary Treatment Units (Fine screening and grit removal)	5.50%			
1.3	Secondary treatment units (SBR process units)	13%			
1.4	Solids and sludge handling units including Centrifuge.	7%			

1.5	Effluent Disposal arrangements including chlorination units	9%	in charge	in charge	
1.6	Ancillary units (and units not covered above)	5%			
2	Installation of Electrical system for all the works, Generator, and drawing of supply line				
2.1	Installation for Drawing 11 KV supply line from tapping point	13%			
3	Installation of Instrumentation and Control Equipment for all the works.	14%			
4	Installation of DI K9 water supply lines, Length as per STP Layout	5.50%			
5	Installation of DWC HDPE pipes for gravity sewer line from Bypass chamber to flow splitter chamber and for Bypass, Length as per STP layout.	6%			
6	Fencing Work	11%			
	Total for Item no 1 to 6	100%			

Schedule No. 5 – Special Tools & Tackles

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 5- Special Tools & Tackles Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-5	Payment Milestone	
			4	5
1	2	3	4	5
1	Special Tools and Tackles Mechanical	35%	Procurement 60% of column 3 against submission of proof of the Proforma Invoice	Procurement 40% of column 3 against inspection of material at site
2	Special Tools and Tackles Electrical	30%		
3	Special Tools and Tackles Instrumentation	35%		
	Total for Item no 1 to 4	100%		

Schedule No. 6 – Training of Personnel

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 6- Training of Personnel Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-6
1	2	3
1	Training for the Operation and Maintenance Team	10%
2	STP Familiarisation Training for the Operation and Maintenance Team including the Training Course Material	15%
3	On the Job Training at any of the Operating station and at Tumakuru STP Site for the Operation Team including the Training Course Material	25%
4	On the Job Training at Tumakuru STP Site for the Maintenance Team including the Training Course Material	20%
5	Manufacturers shop floor and Training for the Mechanical, Electrical and instrumentation systems and Equipment for the Maintenance Team Training including the Training Course Material	30%
Total for Item no 1 to 5		100%

Schedule No. 7 – Operation & Maintenance

The payment shall be made for the activities during the design services as per the following table of the Schedule No. 7- Operation & Maintenance Amount

Item	Description	Payment Percentage of total quoted price of activity Schedule No-7	Payment Milestone			
			4	5	6	7
1	2	3	4	5	6	7
1	Operation and Maintenance of the plant and facilities (During First year) including the Spare parts, Consumables, Manpower, Management	18%	25% at the end of 1st quarter of year	25% at the end of 2nd quarter of year	25% at the end of 3rd quarter of year	25% at the end of 4th quarter of year
2	Operation and Maintenance of the plant and facilities (During Second year) including the Spare parts, Consumables, Manpower, Management	19%				

3	Operation and Maintenance of the plant and facilities (During Third year) including the Spare parts, Consumables, Manpower, Management	20%				
4	Operation and Maintenance of the plant and facilities (During Forth year)including the Spare parts, Consumables, Manpower, Management	21%				
5	Operation and Maintenance of the plant and facilities (During Fifth year)including the Spare parts, Consumables, Manpower, Management	22%				
Total for Item no 1 to 5 in		100%				

(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.

1. The Contractor is entitled to submit monthly Progress Report and Payment Invoices to the Employer for approval.

(C) Provisional Sum

The Provisional Sum will be used for the following purposes:

1. for payment to the line department by the employer (BESCOM for electrical connection, PCB & KSPCB for NOC etc .

6. Defect Liability Period

The Defects Liability Period is 12 months from the date of completion of the project (after successful testing & commission and approval of the Employer (Clause no 47) and shall have the following conditions

- 6.1 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.
- 6.2 The Defect Liability Period shall be Three hundred and Sixty-Five (365) days from the date of Completion of the Facilities or one year from the date of Operational Acceptance of the Facilities.

- 6.3 If during the Defect Liability Period any defect should be noticed in the incidental design, engineering, materials and workmanship of the Plant & Machinery 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 own cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion to the satisfaction of the employer, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall be responsible for the repair, replacement or making good of any defect.
- 6.4 The Contractor's obligations under this SCC Clause 6 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
- 6.5 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.
- 6.6 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 6.
- 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.
- 6.7 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.
- 6.8 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 notice to the Contractor, proceed to do such work, and the reasonable costs incurred by

the Employer in connection therewith shall be recovered from the Contractor or may be deducted by the Employer from any amount due to the Contractor or claimed under the Performance Security.

- 6.9 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.
- 6.10 Except as provided in this SCC clause, 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, the Plant, design or engineering or work executed that appear after Completion of the Facilities, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.
- 6.11 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 6.2.

7 Functional Guarantees

- 7.1 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) of the Contract Agreement, subject to and upon the conditions therein specified.
- 7.2 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 own 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
- 7.3 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.

7.4 The payment of liquidated damages under SCC Sub-Clause 7.3, 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 7.3, 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.

8 Project Duration (Clause no 45)

Design, Construction and Erection	Twelve (12) Months	Post LOA
Trial Run & Commissioning	Two (02) Months	Post Construction & Erection
Defect Liability Period	Twelve (12) Months	Post Trail Run & Commissioning
Operation & Maintenance	Sixty (60) Months	Post-Trial Run & Commissioning

Annexure:

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

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

SECTION 6: CONTRACT DATA

The following documents are also part of the Contract:	Clause Reference
• The Schedule of Operating and Maintenance Manuals	[48]
• Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed On the work as per agreed program of construction.	[25]

The Employer is:

MD and CEO,

Tumakuru Smart City Limited

Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road,

Coffee Board Colony, Tumakuru– 572102, Karnataka State

Name of authorized Representative: _____

The name and identification number of the Contract is Tender Reference No TSCL/TENDER/CR/16-1/2017-18. The Works consist of Construction of 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years.

The start date shall be the date of issue of notice to proceed with the work. 12 Months for Construction, Erection and Commissioning and 2 months trial run period , from the date of issue of LOA followed by 5 years O&M with the following milestones. [17, 26]

Milestone dates:

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

Milestone 1 i.e., at the end of 3th month – 15%

Milestone 2 i.e., at the end of 6th month – 40 %

Milestone 3 i.e., at the end of 9th month – 75%

Milestone 4 i.e., at the end of 12th month – 100%

The Site Possession Date is within one week after issue of work order [21]

The Site is located at park near Amanikere, Tumakuru, Karnataka [1.1] and is defined in drawings attached in Volume IV

The Defects Liability Period is 12 months from the date of completion certificate of the Plant Post-Trial Run & Commissioning [31]

Insurance requirements are as under: [13]

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) Minimum Rs 20.00 lakhs to cover 4 persons @ Rs 5 lakh each. (b) for Contractor's employees or labour	
	In accordance with the statutory requirements applicable to Karnataka	

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)** and that for the milestones are as under:

For Mile stone 1: 0.05% Per day (Rs -----Per day)

For Mile stone 2: 0.08% Per day (Rs -----Per day)

For Mile stone 3: 0.13% Per day (Rs -----Per day)

For Mile stone 4: 0.15% Per day (Rs -----Per day)

The maximum amount of liquidated damages for the whole of the works is 10 (ten) per cent of accepted contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs)	Conditions to be fulfilled
Mobilisation	5% of the Contract price	On submission of unconditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

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

Repayment of advance payment for mobilization: [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contract has reached not less than 15% of the contract price.

The date by which “as-built “drawings (in scale) in 2 sets are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be the amount to be withheld for failing to supply “as built”. The amount sufficient to get the completion drawings or operating & maintenance manual prepared by alternative agency in case the contractor fails to submit. Drawings or supply of O&M manuals by the date require is 10% of the respective schedule. [48]

The following events shall also be fundamental breach of contract [49.2]

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

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

Payment conditions: (Clause No 37)

Please refer to the Special condition of Contract Clause SCC 5

SECTION 7: SPECIFICATIONS

Scope of work for Construction of 5 MLD STP based on SBR Technology at park near Amanikere, Tumakuru on Design, Build & Operate (DBO) Basis followed by Operation & Maintenance for 5 Years.

Tender Reference No TSCL/TENDER/CR/16-1/2017-18

BACKGROUND OF THE PROJECT

Tumakuru has been selected as one among the 100 Smart Cities to be developed in India under the Smart Cities Mission of the Government of India.

Tumakuru was selected in the second round of the challenge through its proposal that aimed at “Transforming Tumakuru from a mere **EDGE CITY OF BENGALURU** to the **MOST PREFERRED DESTINATION** within the region with a strong focus on economic development and provision of enhanced **CONNECTIVITY**, high **QUALITY OF LIFE**, **ECOLOGICAL** integration, and **INCLUSIVE** development”.

Tumakuru’s Area-based development (ABD) proposal revolved around a retro-fitting of about 1400 Acres in the CBD area along with the Amanikere Lake to be an inclusive and thriving space catering to all user groups with the aim of decongesting the city centre, upgrading the available infrastructure & services, and integrating the built space and the environment. To implement the above projects, an SPV named **Tumakuru Smart City Company Ltd (TSCL)** has been incorporated.

Amanikere Lake along with its historical importance has ecological importance. This lake is fast deteriorating due to urbanization and human interventions, which are contrary to the better of the body. The project of lake rejuvenation has to be taken on priority as deterioration has set in by ingress of domestic sewage. Major damage caused due to silt accumulation and destruction of catchment area, there by caused the reduction of water holding capacity. With this forethought Managing Director, Tumakuru smart city limited has initiated to mitigate action by getting a feasibility study done for lake rejuvenation by the best techno economic feasible options available as per the site conditions.



Profile of Amanikere Lake

The figure shows the Amanikere Lake

located in the centre of Tumakuru District.

STP Location and Its Tapping point.

The proposed location of STP is proposed at park near of Amanikere. The geographical coordinates of the proposed location are 13.345°N and 77.110°E. Tapping point for proposed STP is the nearest manhole from the proposed site of the existing sewer network. The existing sewer network drawing has been collected from the Karnataka Urban Water Supply & Drainage Board, Tumakuru office, and its studied that the incoming and outgoing sewer are of dia. 450mm and the IL of the proposed manhole is (-)4m from the Natural Ground level. It studied that Ward numbers 15, 16, 19, 20, 21, 22, 25, 26 and 27 of the Tumakuru town are connected to the proposed tapping point which is the merger point of sewage from the derived ward.

Detailed Technical Specifications, Equipment details are as per attached Volume II , all the bidders are requested to sign and stamp and return the Technical specifications volumes II as unconditional acceptance as read and agreed for the Employers requirements

SECTION 8: DRAWINGS

Layout showing earmarked area for proposed STP is attached separately in volume 4.

Section 9 –Activity Schedule

Tenderers are required to note that the Activity Schedule are as per following table

Summary Sheet including the Provisional Sum

Schedule 1.	Design Services
Schedule 2.	Supply of Plant & Mandatory Items
Schedule 3.	Civil Work
Schedule 4.	Installation & Other Services
Schedule 5.	Special Tools & Tackles
Schedule 6.	Training Services
Schedule 7.	Operations & Maintenance

The contactor shall not quote the amount for the provisional sum. The Provisional sum amount shall be used for payment to the line department by the employer (BESCOM for electrical connection, PCB for NOC etc.)

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] ^a 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] ^b 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 _____

^{a.} An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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

ANNEXURE - 1

1. The Bidders shall adhere to the following:
 - a. The Bidders may be a single Business Entity ("Single Business Entity") or a group of Business Entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single Business Entity and a Consortium.
 - a. A Single "Business Entity" government-owned entity and in case of Consortium, all the entities forming a Consortium, bidding for the Project, shall be a Company incorporated under the Companies Act, 1956/2013. or under an equivalent law abroad, if it is a foreign company. Copy of such Registration Certificate should be submitted along with the Bid.
2. In case the Bidder is a Consortium, it shall execute the and implement the Project, comply with the following additional requirements:
 - a. Number of members in a consortium shall not exceed 3 (Three);
 - b. The Bid should contain the information required for each member of the Consortium;
 - c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - I, signed by all the members of the Consortium; by a Power of Attorney, as per the format at Appendix-I;
 - d. The Lead Member shall have an shareholding of at least 51% (Fifty-One per cent) and other members of the Consortium shall collectively hold at least 49% shareholding.
 - e. The Bid should include a brief description of the status of the Consortium members (Lead Member or Other Member), and the respective shareholding commitment;
 - f. An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying;
 - g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-II (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i convey the intent carry out all the responsibilities in terms of the the Project is awarded to the Consortium
 - ii clearly outline the proposed roles and responsibilities of each member at each stage;
 - iii commit the minimum shareholding to be held by each member

3. The Bidders shall adhere to the following:
 - a. The Bidders may be a single Business Entity ("Single Business Entity") or a group of Business Entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single Business Entity and a Consortium.
 - b. A Single "Business Entity" government-owned entity and in case of Consortium, all the entities forming a Consortium, bidding for the Project, shall be a Company incorporated under the Companies Act, 1956/2013. or under an equivalent law abroad, if it is a foreign company. Copy of such Registration Certificate should be submitted along with the Bid.
4. In case the Bidder is a Consortium, it shall execute the and implement the Project, comply with the following additional requirements:
 - a. Number of members in a consortium shall not exceed 3 (Three);
 - b. The Bid should contain the information required for each member of the Consortium;
 - c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - I, signed by all the members of the Consortium; by a Power of Attorney, as per the format at Appendix-I;
 - d. The Lead Member shall have an shareholding of at least 51% (Fifty-One per cent) and other members of the Consortium shall collectively hold at least 49% shareholding.
 - e. The Bid should include a brief description of the status of the Consortium members (Lead Member or Other Member), and the respective shareholding commitment;
 - f. An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying;
 - g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - iv convey the intent carry out all the responsibilities in terms of the the Project is awarded to the Consortium
 - v clearly outline the proposed roles and responsibilities of each member at each stage;
 - vi commit the minimum shareholding to be held by each member

APPENDIX – I: POWER OF ATTORNEY

FOR LEAD MEMBER OF CONSORTIUM

Whereas the Tumakuru Smart City Limited (TSCL), Government of Karnataka (“the Authority”) has invited bids interested parties for the Construction of 5 MLD STP based on SBR Technology at Park near Amanikere, on Design, Build & Operate (DBO) basis, including 2 months of trial run followed by Operation & Maintenance for 5 years’ period in Tumakuru, Karnataka on Design, Build and operated mode (“the Project”)_for RFP no TSCL/TENDER/CR/16-1/2017-18 in Tumakuru, Karnataka (“the Project”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection

with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Power Purchase Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2017.

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – II: JOINT BIDDING

AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

5. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal dated(the “RFP”) for selection of bidders for _____ Project (the “Project”) through public private partnership.
6. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
7. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a Consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project enter into a Project Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Project Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the

Consortium during the Bidding Process and until the Appointed Date under the Project Agreement;

b) {Party of the Second Part shall be {the Technical Member of the Consortium;}}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Project Agreement.

6. Shareholding in the Consortium

The Parties agree that the proportion of shareholding among the Parties in the shall be as follows:

First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, Power Purchase, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or

prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project is completed under and in accordance with the Project Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

For and on behalf of

SECOND PARTY

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND
DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX: FUNCTIONAL GUARANTEES

The contractor should perform all the tests and meet the guarantees mentioned in Section 7, Section 8, Section 11, Section 12 and Section 13 of Volume 2.