

K W - 4

**Government of Karnataka
BELGAUM INSTITUTE OF MEDICAL SCIENCES, BELGAUM
AUTONOMOUS INSTITUTE**

(Registered Under Societies Registration Act)
Dr. B. R. Ambedkar Road, Belgaum – 590 001.
Phone No: 0831-2420320, Fax: 0831-2420173
e.mail : belgaum.bims@gmail.com
Our Website : www/karunadu.gov.in/bims.



**TENDERS FOR THE CONSTRUCTION AND INSTALLATION OF EFFLUENT
TREATMENT PLANT OF CAPACITY 1000 KLD AT BELGAUM INSTITUTE OF
MEDICAL SCINECES, CAMPUS, BELGAUM.**

TENDER REFERENCE : BIMS/PWD/TEND/RFP-1/2011-12.
(ME/2013-14/OW/WORK_INDENT65).

TIME TABLE FOR TENDER PROCESS

Date Of Downloading Tender Document	06-01-2014	From 11:00 am
Pre-bid meeting	20-01- 2014	at 11:30 am
Last Date for submission of Tender through e- procurement portal	05-02-2014	till 3:00 pm
Opening of Technical Bid	07-02-2014	At 4:00 pm
Amount put to tender	Rs.1,74,20,000/-	
E.M.D.	Rs.2,61,000/-	
Opening of Financial Bid will be intimated in due course		

Tender documents can be downloaded from Govt. of Karnataka e-procurement website : <http://www.eproc.karnataka.gov.in> under login for contractors.

For more information contact the above office during office hours.

Contents.....

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

SECTION 1: INVITATION FOR TENDERS (IFT)

Date: IFT No: **BIMS/PWD/TEND/RFP-1/2011-12.**
No.ME/2013-14/OW/WORK_INDENT65.

1. The **Director, Belgaum Institute of Medical Sciences, Belgaum**, invites tenders from eligible tenderers, for the work detailed in the Table below, under two cover system as per K.T.P.P. Act 1999 & Rules 2000.

TABLE

Sl.No	Name of work	Amount put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Period of Completion including monsoon	Class of Contractor	E-processing fees
1.	Construction and Installation of Effluent Treatment Plant of capacity 1000 KLD at BIMS Campus, Belgaum	17420000.00	261000.00	6 Months	Class – I Civil Contractor	As per e-procurement

2. Tender documents may be downloaded from Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for Contractors:

3. Tenders must be accompanied by earnest money deposit which will be paid online through e-Procurement portal and shall have validity of 45 days beyond the validity of the Tender.

4. Tenders must be electronically submitted (on-line through internet) with in the date and time published in e-procurement portal. First Cover of the Tenders will be opened after prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Director, Belgaum Institute of Medical Sciences, Belgaum.

5. *The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.*

6. A Pre-tender meeting will be held on the date & time notified at the office of the **Director, Belgaum Institute of Medical Sciences, Belgaum**. It is also published in the e-Procurement portal 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.

7. The tenderers are advised to note that, approval of all the works completed for payment is subject to third party inspection.

8. Other details can be seen in the tender documents.

Sd/-
DIRECTOR,
BELGAUM INSTITUTE OF MEDICAL SCIENCES,
BELGAUM

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. Tender Documents

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. Preparation of Tenders

10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest money deposit
14. Format and signing of Tender

D. Submission of Tenders

15. Sealing and marking of Tenders
16. Deadline for submission of Tenders
17. Late Tenders
18. Modification and Withdrawal of Tenders

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20. Opening of Price Bid Tenders of qualified Tenders and evaluation
21. Process to be confidential
22. Clarification of Tenders
23. Examination of Tenders and determination of responsiveness
24. Correction of errors
25. Evaluation and comparison of Tenders

F. Award of contract

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

A. General

1. Scope of Tender

- 1.1 The **Director, Belgaum Institute of Medical Sciences, Belgaum**, invites tenders following Two Cover tender procedure, from eligible Tenderers, for the work (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (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 India or any State Government of Union of India.
- 2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.
- 3.2 To qualify for award of this contract (Pre qualification criteria) , for last five years.
1. Tenderer in his name should have in the last five years i.e., **2008-09, 2009-10, 2010-11, 2011-12 and 2012-13** achieved in at least two financial year a minimum financial turnover (in all classes of Civil Engineering Construction Work) of ` 1,20,00,000/-
 2. Should have satisfactorily completed as prime contractor for atleast one similar work of ` 1,50,00,000/- in any one year during last five years

OR

Should have satisfactorily completed as prime contractor for atleast two similar works of ` 85,00,000/- during last five years

OR

Should have satisfactorily completed as prime contractor for atleast three similar works of ` 65,00,000/- during last five years

3. The Tenderer or his identified sub-contractor should possess required valid electrical or mechanical license for executing electrification works and should have executed similar electrical works totaling ` 15,00,000/- in any one year.

4. Each Tenderer should further demonstrate the availability to own at least 50% of the required/specified key and critical equipment for this work and the remaining 50% can be deployed on lease/hire basis. Document of ownership should be furnished.
5. Liquid assets and /or availability of credit facilities of not less than ` 50,00,000/- Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.3 Each Tenderer should further demonstrate:

- a) Availability by owning/Hire/Lease basis *(Should scan and attach the requisite ownership documents/ hire/lease agreement with the Bid and produce the same in original at the time of verification of Technical Bid)*

Sl. No.	Machinery/ Equipments	Total	Owned (Nos.)	Own/Hire/Lease (Nos.)
1	Concrete Mixer			
2	Concrete Vibrator			
3	Scaffolding			
4	Water Tanker			

- b) liquid assets and/or availability of credit facilities of not less than **Rs. 50,00,000.00** (Credit lines/letter of credit/ certificates from the banks for meeting the fund requirement etc.

- 3.4 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 works executed in any one year during the last five years (*updated to 2013-14 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 = **0.25 Year**.

B =Value, at **2013-14** price level, of existing commitments and on-going works to be completed during the next **0.25** year form the probable date of Award of this contract.

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 Tender Inviting Authority. Financial turnover of previous years indicated in clause 3.2 and 3.4 above shall be given a weight of 10% per year to bring them to the price level of 2013-14*

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

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

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one work. A tenderer who submits or participates in more than one Tender for the same work will cause all the proposals with the Tenderer's 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 Tender Inviting Authority will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's 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 Tender Inviting Authority by rising query online or in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Tender Inviting Authority's address indicated in the invitation to tender. The Tender Inviting Authority will respond to any request for clarification which he receives upto the date of pre-tender meeting.

8.2 **Pre-tender meeting:**

- 8.2.1 The tenderer or his authorised representative is invited to attend a pre-tender meeting which will take place at office **of the Director, Belgaum Institute of Medical Sciences, Belgaum, as notified in the ITT.**
- 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 online through query or in writing or by cable to reach the Tender Inviting Authority not later than the date of pre-tender meeting.
- 8.2.4 The Tender Inviting Authority answers all queries online to the tenderers who have raised the queries online, and through letter to those who have sought clarification in writing or by cable. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Tender Inviting Authority exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
- 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. **Amendment of Tender documents**

- 9.1 Before the deadline for submission of tenders, the Tender Inviting Authority may modify the tender documents by issuing addenda.
- 9.2 **Any addendum thus issued shall be part of the tender documents and shall be Published on line in e-Procurement portal.**
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Tender Inviting Authority shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 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 & tender Processing fee; on line payment through e-Procurement platform.**
- (a) **Qualification Information to comply the task created in the e-Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.**

10.1.2 Price Bid :

- (a) The Tender (in the format indicated in Section 4)
- (b) **Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.**

And any other materials required be completing and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender prices

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Tender Inviting Authority when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, 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 subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than one hundred twenty days (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 Tender Inviting Authority as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority 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 Earnest Money Deposit/ Bid security

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

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

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 Axis 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 Axis 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.

The Bidders shall deposit E.M.D. of **Rs.2,61,000/- through any e-payment** at e-procurement portal.

- 13.2 The Earnest Money Deposit shall have validity of **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 above shall be rejected by the Tender Inviting Authority 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) 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

Tenderer shall submit the Bid electronically before the submission date and time published in e-procurement portal.

D. Submission of Tenders**15. Sealing and marking of tenders**

Tenderer shall submit the Bid electronically before the submission date and time published .

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted on line in the e-Procurement portal by the Tenderer before the notified date and time.

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

17. Late Tenders

17.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the eprocurement portal.

18.2 The Tenderer may withdraw his tender before the notified last date and time of tender submission

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Tender Inviting Authority will open the First Covers of all the Tenders received in the presence of the Tenderers or their representatives who choose to attend at **11:00 AM** on the date and the place specified in the tender document. In the event of the specified date of Tender opening being declared a holiday for the Tender Inviting Authority, the Tenders will be opened at the appointed time and location on the next working day.

19.2 The Tender Inviting Authority will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Tender Inviting Authority will draw out a list of qualified Tenderers.

19.3 Tenderer to submit all the Original Documents, which are uploaded in e-procurement portal , to the Tender Inviting Authority for verification at the date to be notified.

20. Opening of Price Bid of qualified Tenderers and evaluation:

20.1 The Tender Inviting Authority will open the Price Bid 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 Price Bid opening being declared a holiday for the Tender Inviting Authority, the Price Bid will be opened at the appointed time and location on the next working day.

20.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Tender Inviting Authority may consider appropriate, will be announced by the Tender Inviting Authority at the opening.

20.4 The Tender Inviting Authority shall prepare minutes of the Price Bid opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Tender Inviting Authority '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 Tender Inviting Authority 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.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Tender Inviting Authority 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 Tender Inviting Authority, it should do so in writing. **Tenderer also can submit online clarification thorough e-Procurement portal through query option . If they have any clarification related to e-Procurement contact e-Procurement Help desk from 9 AM to 9 PM. (Monday to Saturday) Ph. No. – 080 – 22485867**
- 22.3 Any effort by the Tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority'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 Tender Inviting Authority 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 Tender Inviting Authority '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 Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Deleted

25. Evaluation and comparison of Tenders

- 25.1 The Tender Inviting Authority will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 deleted

- 25.3 The Tender Inviting Authority 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 Tender Inviting Authority shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Tender Inviting Authority estimate of the cost of the work to be performed under the contract, the Tender Inviting Authority may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Tender Inviting Authority 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 Tender Inviting Authority against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

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

27. Tender Inviting Authority's right to accept any Tender and to reject any or all Tenders

- 27.1 Notwithstanding Clause 26, the Tender Inviting Authority 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 Tender Inviting Authority 's action.

28. Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Tender Inviting Authority prior to expiration of the Tender validity period by cable, telex, e-mail 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 Tender Inviting Authority 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 Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Tender Inviting Authority and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Tender Inviting Authority 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 Tender Inviting Authority.
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Tender Inviting Authority will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Tender Inviting Authority a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :
- Cash or
 - Banker's cheque/Demand draft,/Pay Order in favour of **Director, Belgaum Institute of Medical Sciences, Belgaum**, Payable at. BELGAUM or
 - A bank guarantee in the form given in Section 10; or
 - Specified Small Savings Instruments pledged to **Director, Belgaum Institute of Medical Sciences, Belgaum**.
- 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 or Scheduled bank.
- 29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
- 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Deleted

31. Corrupt or Fraudulent practices

- 31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.
- 31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

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

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration (Attach Copy)

Principal place of business:

1.2 The Total Value of Civil Engineering Construction Works 2008-09
 Executed and payments received in the last five years 2009-10
 (in Rs.Lakhs) 2010-11
 Attach the Certificate of Chartered Accountant. 2011-12
 2012-13

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five 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

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

Year	Name of Work	Name of Employer	Quantity of work performed			Remarks (Indicate reference)
			Cement Concrete	Masonry	Earth works	
2008-09						
2009-10						
2010-11						
2011-12						
2012-13						

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 remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- **The contractor shall enclosed / attach all the necessary certificates duly signed by the respective employer.**

(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)

- **The tenderer shall upload suitable records in support of the claims made above and suitable records as below.**

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

Item of Equipment Remarks	Requirement ²²			Owned and available	
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition

- 1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
- 1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Tender Inviting Authority.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): 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

Name of the Bank, Senior Bank Manager,
Address.....

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

*** To upload Certificates for respective employee.**

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work ²³
--------------	-----------------------	-------------------------------------------------	------------------------------------------

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 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

Form of Tender

Description of the Works: TENDERS FOR THE WORK OF Construction and Installation of Effluent Treatment Plant of capacity 1000 KLD at BIMS Campus, Belgaum

TENDER REFERENCE : **BIMS/PWD/TEND/RFP-1/2011-12,
(ME/2013-14/OW/WORK_INDENT65)**

Tender

To : The Director, Belgaum Institute of Medical Sciences, Belgaum.
Address : Dr. B. R. Ambedkar Road, Belgaum.

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]*
(_____)

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, Earnest money deposit and Tender processing fee as required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: _____

Letter of Acceptance
(letterhead paper of the Tender Inviting Authority)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the
[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 plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 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,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Tender Inviting Authority)

_____ (date)

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 construction of _____ 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 Tender Inviting Authority)

Agreement Form**Agreement**

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

[name and address of
Tender Inviting Authority]

(hereinafter called “the Tender Inviting Authority”) of the one part and

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

Whereas the Tender Inviting Authority is desirous that the Contractor execute

[name and identification
number of Contract] (hereinafter called “the Works”) and the Tender Inviting Authority 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 Tender Inviting Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Tender Inviting Authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Tender Inviting Authority 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) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

Signature of _____ Created with

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 Tender Inviting Authority

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT
Table of Contents

A.	General	Page No.
	1. Definitions	
	2. Interpretation	
	3. Law governing contract	
	4. Tender Inviting Authority decisions	
	5. Delegation	
	6. Communications	
	7. Subcontracting	
	8. Other Contractors	
	9. Personnel	
	10. Tender Inviting Authority's and Contractor's risks	
	11. Tender Inviting Authority's risks	
	12. Contractor's risks	
	13. Insurance	
	14. Site Investigation Report	
	15. Query about Contract Data	
	16. Contractor to construct the Works	
	17. The Works to be completed by Intended Completion Date	
	18. Approvals by the Tender Inviting Authority	
	19. Safety	
	20. Discoveries	
	21. Possession of the Site	
	22. Access to the Site	
	23. Instructions	
	24. Procedure for resolution of disputes	
B.	Time Control	
	25. Program	
	26. Extension of the Intended Completion Date	
	27. Delays ordered by the Tender Inviting Authority.	
	28. Management meetings	
C.	Quality Control	
	29. Identifying defects	
	30. Tests	
	31. Correction of defects	
	32. Uncorrected defects	

D. Cost Control

- 33 Bill of Quantities (BOQ)
- 34 Variations
- 35. Payment for Variations
- 36. Submission of bills for payment
- 37 Payments
- 38. Compensation events
- 39. Tax
- 40 Price Adjustment
- 41. Liquidated damages
- 42. Advance Payments
- 43. Securities
- 44. Cost of repairs

E Finishing of Contract

- 45. Completion
- 46. Taking Over
- 47. Final account
- 48. As built drawings and/or Operating and Maintenance Manuals
- 49. Termination
- 50 Payment upon termination
- 51. Property
- 52. Release from performance

F Special Conditions of Contract

Conditions of Contract

A. General

1. Definitions

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

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

Compensation events are those defined in Clause 38 hereunder.

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

The **Contract** is the contract between the Tender Inviting Authority 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 Tender Inviting Authority.

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

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 **Tender Inviting Authority** 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 Tender Inviting Authority'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 Tender Inviting Authority 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 Tender Inviting Authority.

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 Tender Inviting Authority which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Tender Inviting Authority, 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 Tender Inviting Authority will provide instructions clarifying queries about the Conditions of Contract.

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

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Tender
- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

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

4. Tender Inviting Authority 's decisions

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

5. Delegation

- 5.1 The Tender Inviting Authority 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. Deleted

8. Other Contractors

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

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 Tender Inviting Authority.
- 9.2 If the Tender Inviting Authority 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. Tender Inviting Authority's and Contractor's risks

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

11. Tender Inviting Authority's risks

- 11.1 The Tender Inviting Authority 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 Tender Inviting Authority and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
 - (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Tender Inviting Authority's property other than the Works and
 - (c) for liability of both Parties and of any Tender Inviting Authority's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Tender Inviting Authority, any Tender Inviting Authority's representative or their Employees.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

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

15. Queries about the Contract Data

- 15.1 The Tender Inviting Authority 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 Tender Inviting Authority, and complete them by the Intended Completion Date.

18. Approval by the Tender Inviting Authority:

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

21. Possession of the Site

- 21.1 The Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority and any person authorized by the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Tender Inviting Authority's decision.
- 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Tender Inviting Authority'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 Tender Inviting Authority for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 The Tender Inviting Authority's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Tender Inviting Authority again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

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

27. Delays ordered by the Tender Inviting Authority.

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

28. Management meetings

- 28.1 The Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority may instruct the Contractor to search for a Defect and to uncover and test any work that the Tender Inviting Authority considers may have a Defect

30. Tests

- 30.1 If the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority's notice.

32. Uncorrected defects

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

D. Cost Control

33. Bill of Quantities (BOQ)

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

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

34. Variations

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

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

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Tender Inviting Authority 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 Tender Inviting Authority, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Tender Inviting Authority to confirm verbal orders and the officer issuing oral instructions shall confirm within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by Bill of Quantities., failing which the contractor shall be responsible for deviation if any. Further, approval of Government has to be obtained for the variation exceeding 5%.

35. Payments for Variations

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Tender Inviting Authority may order the Variation and make a change to the Contract Price which shall be based on Tender Inviting Authority's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Tender Inviting Authority 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 Tender Inviting Authority monthly bills of the value of the work completed less the cumulative amount paid previously.
- 36.2 The Tender Inviting Authority shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 36.3 The Tender Inviting Authority may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

- 37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Tender Inviting Authority shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.
- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Tender Inviting Authority and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

- 38.1 The following are Compensation events unless they are caused by the Contractor:
- (a) The Tender Inviting Authority does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) The Tender Inviting Authority orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (c) The Tender Inviting Authority instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (d) The Tender Inviting Authority gives an instruction for dealing with an unforeseen condition, caused by the Tender Inviting Authority, or additional work required for safety or other reasons.
 - (e) The effect on the Contractor of any of the Tender Inviting Authority's Risks.
 - (f) The Tender Inviting Authority unreasonably delays issuing a Certificate of Completion.
 - (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Tender Inviting Authority shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Tender Inviting Authority and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Tender Inviting Authority shall adjust the Contract Price based on Tender Inviting Authority's own forecast. The Tender Inviting Authority will assume that the Contractor will react competently and promptly to the event.

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

39. Tax

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

40. Starred Rates Adjustment

40.1 Deleted:

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Deleted

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Tender Inviting Authority 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 Tender Inviting Authority. 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 Tender Inviting Authority to issue a Certificate of Completion of the Works and the Tender Inviting Authority will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Tender Inviting Authority 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 Tender Inviting Authority a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

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

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

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

49. Termination

49.1 The Tender Inviting Authority 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 Tender Inviting Authority;
- (b) deleted
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (d) deleted
- (e) the Tender Inviting Authority 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 Tender Inviting Authority;
- (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 Tender Inviting Authority 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 any thing 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 Tender Inviting Authority for a cause other than those listed under Sub Clause 49.2 above, the Tender Inviting Authority shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority exceeds any payment due to the Contractor the difference shall be a debt payable to the Tender Inviting Authority.
- 50.2 If the Contract is terminated at the Tender Inviting Authority's convenience or because of a fundamental breach of Contract by the Tender Inviting Authority, the Tender Inviting Authority 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 Tender Inviting Authority, 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 Tender Inviting Authority or the Contractor the Tender Inviting Authority 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 Tender Inviting Authority, deliver to the Tender Inviting Authority a return in detail, in such form and at such intervals as the Tender Inviting Authority 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 Tender Inviting Authority 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 Tender Inviting Authority indemnified in case any action is taken against the Tender Inviting Authority 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 Tender Inviting Authority 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, Tender Inviting Authority shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Tender Inviting Authority 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 Tender Inviting Authority.

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

3. **Protection of Environment:**

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

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

- (a) In case of dispute or difference arising between the Tender Inviting Authority 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 BELGAUM, 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 Tender Inviting Authority shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

5. In case of death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

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

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

The following documents are also part of the Contract:

Clause Reference

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <ul style="list-style-type: none"> • The Schedule of Operating and Maintenance Manuals - NA • The Methodology and Program of Construction • Site Investigation Reports - NA • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. | <p>[48]</p> <p>[25]</p> <p>[14]</p> <p>[25]</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|

The Tender Inviting Authority is :

Name: The Director, [1.1]

Address: Belgaum Institute of Medical Sciences, Belgaum,
Dr. B. R. Ambedkar Road, Belgaum.

Name of authorized Representative: _____

The name and identification number of the Contract is **TENDERS FOR THE WORK OF: Construction and Installation of Effluent Treatment Plant of capacity 1000 KLD at BIMS Campus, Belgaum**

TENDER REFERENCE No. **BIMS/PWD/TEND/RFP-1/2011-12,**
(ME/2013-14/OW/WORK_INDENT65) .

The Works consist of Construction and Installation of Effluent Treatment Plant of capacity 1000 KLD at BIMS Campus, Belgaum

The start date shall be the date of issue of notice to proceed with the work.

[1.1]

The Intended Completion Date for the whole
of the Works is - **6 months** with the following milestones - [17, 26]

Milestone dates:

	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1 i.e.,.....	1/10.....	1/4..... months
Milestone 2 i.e.,.....	4/10.....	1/2.....months
Milestone 3 i.e.,.....	8/10.....	3/4.....months
Full work in Full time.		

Signature of

The Site Possession Date is: [21]

**Construction and Installation of Effluent Treatment Plant
of capacity 1000 KLD**

[1.1]

and is defined in drawings nos. ____ attached to this NIT

The Defects Liability Period is **1Year** [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) for Third Party	
	(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 **Rs. _____** (0.1% of the contract price per day in Rupees rounded off to nearest hundred) and that for the milestones are as under:

For Milestone 1: Rs. _____ Per day [41]

For Milestone 2: Rs. _____ Per day

For Milestone 3: Rs. _____ Per day

The maximum amount of liquidated damages for the whole of the works [41]
is ten percent of final 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. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs.----- lakhs** [48]

The following events shall also be fundamental breach of the 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 Tender Inviting Authority 's additional cost for completing the Works shall be 30 percent. [50.1]
[31]

SECTION 7: SPECIFICATIONS

Uploaded separately

SECTION 8: DRAWINGS

Uploaded separately

SECTION 9: BILL OF QUANTITIES
Uploaded separately

Sl. No.	Description of Item (with brief specification and reference to Book of specification)	Quantity	Unit	In figures	In words	Amount (Rs.)
Total Tender Price in figures)						
(In Words)						

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the Tender Inviting Authority when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities
- (2) Unit rates shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern {(ITT Clause 24.1 (a))}
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern {(ITT Clause 24.1 (b))}

**SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT
(to be furnished on stamp paper of value not less than Rs.100/- (One Hundred))**

To: The Director,
Belgaum Institute of Medical Sciences,
Belgaum.

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] 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] 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 _____

Signature of