

**GOVERNMENT OF KARNATAKA**



**(e- Procurement Tender)- SHORT TERM TENDER**

Operation and Maintenance of Water Purification Plants of  
Capacity 500/1000LPH for a period of 5 years for                       
habitations in                      District.                      Taluk -                      Nos,  
E-proc Indent No. :

**The Executive Engineer,  
Rural Drinking water and sanitation Department  
-----Division**

**COMPETITIVE BIDDING**

NAME OF WORK :	Operation and Maintenance of Water Purification Plants of Capacity 500/1000LPH for a period of 5 years for [REDACTED] habitations in [REDACTED] District. [REDACTED] Taluk - [REDACTED] Nos, E-proc Indent No. : [REDACTED]
Downloading of document through e-portal starts from	(through e-Procurement Portal)
Last Date & Time for Receipt of Bids :	_____ Time: 5.00 PM
Time & Date of opening of technical Bids :	_____ : 11.00 AM
Place of opening of technical Bids :	<b>Office of The Executive Engineer, Rural Drinking Water &amp; Sanitation Division,</b> .
Officer inviting Bids	<b>Office of The Executive Engineer, Rural Drinking Water &amp; Sanitation Division,</b> .\

**Rural Drinking Water & Sanitation Department, -----Division.**

**COMPETITIVE BIDDING**

Date: .....

Bid No:-

**(through e-Procurement Mode)**

1. The **Executive Engineer, RDW&SD, \_\_\_\_\_ Division** invites tenders from eligible tenderers, for the works detailed below. ***Two stage Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to be submitted through e-Procurement mode through e-portal-<http://eproc.karnataka.gov.in>***

(i) Technical Bid containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in general in ITT, and, specifically in Clause 10), which will be opened first

(ii) Price Bid which will be opened only if the Tenderer is found to be qualified to execute the tendered works as per this tender. The Tenderers are advised to note the minimum qualification criteria specified in *Instructions to Tenderers* to qualify for award of the contract.

**2. The Manual submission of bids or documents is prohibited and such submissions shall be ignored and bid of a bidder making such submissions is liable to be rejected as disqualified.**

3. Tender documents may be downloaded & bid made in the e-Procurement Portal of e-Governance Department - <http://eproc.karnataka.gov.in> from \_\_\_\_\_ along with a non-refundable tender fee as prescribed by e-Procurement Portal in the form and manner as prescribed by e-Procurement Platform. The **Executive Engineer, RDW&SD, \_\_\_\_\_** will not be held responsible for the technical issues with the said Portal which is managed by e-Governance Department, Govt. of Karnataka. The technical issues and resultant or any delay leading to non-delivery of tender or of the documents or non-receipt of the same shall be responsibility of the bidder.

4. 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 60 days beyond** the validity of the tender. The EMD is also deposited in e-Procurement Portal - <http://eproc.karnataka.gov.in>.

5. Tenders must be correctly and properly uploaded in e-Procurement Portal (<http://eproc.karnataka.gov.in>) on or before **5.00 PM** on \_\_\_\_\_ and Technical Bid of the Tenders will be opened on \_\_\_\_\_ **at 11.00 AM.** in the presence of the Tenderers who wish to attend. If the office happens to be closed on the specified date, Tenders will be opened on the next working day at the same time and venue.

6. Pre bid meeting on \_\_\_\_\_ at 11.00 AM. in the office of the Chief Engineer .RWS & SD , E Block, K.H.B Complex, 1st Floor, Cauvery Bhavan, Bangalore.

7. Other details are available in the bidding documents

**TABLE**

Sl. No	Name of work	Approximate value of work (Rs. in lakhs)	E.M.D (Rs. in lakhs)	Cost of Document	Period Of Completion
1	2	3	4	5	6
1	Operation and Maintenance of Water Purification Plants of Capacity 500/1000LPH for a period of 5 years for [redacted] habitations in [redacted] District. [redacted] Taluk - [redacted] Nos, E-proc Indent No. : [redacted]	133.33lakhs	2,00,000/-	As per e-portal	5 years

**Executive Engineer,  
Rural Drinking Water &  
Sanitation, Division**

Annexure IV  
K/W-4

GOVERNMENT OF KARNATAKA

**Rural Drinking Water & Sanitation Department. \_\_\_\_\_ Division,**

**The Executive Engineer, Rural Drinking Water & Sanitation Division\_\_\_\_\_.**

Telephone:

**Mail id :**

TENDERS FOR THE WORK OF

Operation and Maintenance of Water Purification Plants of  
Capacity 500/1000LPH for a period of 5 years for \_\_\_\_\_

**habitations in \_\_\_\_\_ District. \_\_\_\_\_ Taluk - \_\_\_\_\_ Nos,**

**E-proc Indent No. : \_\_\_\_\_**

TENDER REFERENCE : **Dated :-**

PERIOD OF SALE OF TENDER DOCUMENT :

PREBID MEETING : At Bangalore on \_\_\_\_\_ at 11.00 AM. in the  
Office of the Chief Engineer,  
RWS & SD , E Block, K.H.B Complex, I st Floor,  
Cauvery Bhavan .Bangalore.

LAST DATE FOR SALE OF TENDER DOCUMENT : \_\_\_\_\_ **Time: 17.00 Hours**

LAST DATE AND TIME FOR RECEIPT OF TENDERS: From: \_\_\_\_\_ **Up To 5.00PM**

TIME AND DATE OF OPENING OF TECH. BID : \_\_\_\_\_ **Time: 11.00 AM**

PLACE OF OPENING OF TECHNICAL BID : O/o E.E. RDW&SD, Division\_\_\_\_\_

TIME AND DATE OF OPENING OF  
FINANCIAL BID : \_\_\_\_\_ **@11.00AM**

PLACE OF OPENING OF FINANCIAL BID : **Office of the EE. RDW&SD, \_\_\_\_\_**

ADDRESS FOR COMMUNICATION : **The Executive Engineer,  
Rural Drinking Water & Sanitation  
Division, \_\_\_\_\_**

## 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, AGREEMENT FORM AND FORMAT FOR BANK GUARANTEE (Security)
5.	CONDITIONS OF CONTRACT (CC)
6.	CONTRACT DATA
7	SPECIFICATIONS, DRAWINGS AND SCHEDULE OF ACTIVITIES

## SECTION 2: INSTRUCTIONSTO TENDERERS

### Table of Clauses

<b>A. General</b>	<b>Page No.</b>
• 1. Scope of Tender	8
• 2. Eligible Tenderers	10
• 3. Qualification of the Tenderer	10
• 4. One Tender per Tenderer	12
• 5. Cost of Tendering	12
• 6. Site Visit	12
<b>B. Tender Documents</b>	
• 7. Content of Tender documents	12
• 8. Clarification of Tender Document	12
• 9. Amendment of Tender documents	12
<b>C. Preparation of Tenders</b>	
• 10. Documents comprising the Tender	13
• 11. Tender prices	14
• 12. Tender validity	14
• 13. Earnest money deposit	15
• 14. Format and signing of Tender	15
•	
<b>D. Submission of Tenders</b>	
• 15. Sealing and marking of Tenders	16
• 16. Deadline for submission of Tenders	17
• 17. Late Tenders	17
• 18. Modification and Withdrawal of Tenders	17
<b>E. Tender opening and evaluation</b>	
19. Opening of Technical Bid of all Tenders and evaluation to determine Qualified Tenderers	17
20. Opening of Financial Bid Tenders of qualified Tenders and evaluation	17
21. Process to be confidential	18
22. Clarification of Tenders	18
23. Examination of Tenders and determination of responsiveness	18
24. Correction of errors	18
25. Evaluation and comparison of Tenders	19
•	
<b>F. Award of contract</b>	
26. Award criteria	19
27. Employer's right to accept any Tender and to reject any or all Tenders	20
28. Notification of award and signing of Agreement	20
29. Security deposit	20
30. Performance Guarantee	21
31. Corrupt or Fraudulent Practices	21

## A. General

### 1. Scope of Tender

- 1.1 The E.E, RDW&SD, \_\_\_\_\_ Division (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure through e-Procurement Portal of e-Governance Department, Govt. of Karnataka (<http://eproc.karnataka.gov.in>), 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).

In order to ensure availability of value added quality water throughout the year, Government of Karnataka has installed water purification plants to provide Pure drinking water plant in villages having Arsenic, Fluoride, TDS, Nitrate, Iron, Lead, Heavy metal, chemical & bacteriological contamination etc more than desirable limits and other villages. Keeping this in view, the Rural Drinking Water & Sanitation Department, Government of Karnataka invites Request for Bid (RFB) for operation & maintenance of these water Purification plants from

- Firms having past experience in operation and maintenance as per eligibility criteria.

Treated water shall be supplied by the successful bidder to villagers/beneficiaries at the specified tariff. The contract agreement shall be for a period of 5 years after contract agreement after which the entire assets shall be transferred to the Department.(EE/AEE) in workable condition.

The following aspects from the RFP documents may be noted:

- For participating in above e-procurement process the bidder/Firm should have enrolled with e-procurement and get digital signature which is mandatory for participating in e-procurement in above RFP.
- Bidders are required to pay online the bid processing fee as detailed in the website ([www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)).
- Earnest money deposit must be furnished through NEFT/RTGS or any mode specified in e procurement. There is no relaxation on any condition of Earnest money deposit.
- The bidder should submit the original qualification and technical documents before the date of opening of technical bid.

### 1.2 Project Funding: Deleted

### 1.3 Language of Tender Document is English

### 1.4 Corrupt Practices

- The bidders, suppliers, and contractors shall observe the highest standard of ethics during the procurement and execution of this tender. In context of this; the tender –
  - defines, for the purposes of this provision, the terms set forth below as follows:
    - *“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;*
    - *“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or*



*attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

- *“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;*
  - *“Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;*
  - The Employer will reject a proposal for award at any stage of the tender including after award, if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract/tender; and
  - will sanction/black-list a party/bidder or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in tenders of the Employer if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any government or State Owned PSU contract.
- **Method of Bidding**
  - If the bid is made by an individual, the bid documents shall be signed by the individual with his full name and current address.
  - If the bid is made by a proprietary concern, the bid documents shall be signed by the proprietor with his full names as well as the name of the firm and full address. In the case of an authorized person holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should accompany the bid documents. The signature of the proprietor shall be attested by a notary public and enclosed as documentary evidence.
  - If the bid is made by a partnership firm, the bid documents shall be signed by all the partners of the firm along with their full names and current address with specific mention on the registered address of the firm. In the case of a partner holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should accompany the bid. It is also mandatory to furnish a certified copy of the registered partnership deed, current address of the partners, and registered address of the firm along with the bid. The signature of all the partners/ power of attorney shall be attested by a notary public and enclosed as a documentary evidence.
  - If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding power of attorney for signing the bid documents in which case a certified copy of the registered power of attorney shall accompany the bid. Such limited company or corporation shall be required to enclose satisfactory evidence of its existence along with the bid.
  - The bids from the contractors / firms shall be accompanied by an attested copy of the Income Tax Returns filing Acknowledgement copy and relating to the previous financial year and GST registration certificate.

## 2. Eligible Tenderers

2.1 The bidder should declare clearly whether the bidder has been black listed, banned or debarred by any central or State Government or Union Territory, Govt. Department/ Public Sector Undertaking/Organization in Annexure-V.

2.2 Tenders are invited from,

i) Firms having past experience in installing and commissioning , operating & maintenance of water purification plants.

2.3 Deleted (Sub Contracting)

## 3. Qualification of the Tenderer :

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information. **[Requirements as listed in 3.2 to 3.7 are minimum pre-qualification conditions and any bidder failing to meet them shall stand disqualified at the technical evaluation stage itself]**

3.2 (a) To qualify for this tender, each Tenderer in his name should have achieved in at least two financial years a minimum Annual financial turnover equal to the amount put to tender under this contract. (Audited statement and balance sheet certified by the ICAI registered auditor must be submitted for the relevant years.)

3.2 (b) (i) Each tenderer in his name should have satisfactorily completed commissioning of 100 Water Purification Plants or Operation and maintenance of 100 Water Purification Plants.

3.3 (a) i) The bidder shall arrange necessary personnel for effective and efficient operation of the plants established during the O&M period.

ii) Satisfactory performance in the previous contracts certified by concerned authority.

iii) Department shall provide required raw water and electrification for operation of plant (energy consumption charges during operation shall be borne by the operating tenderer which shall be reimbursed by the department).

(Work order and successful completion certificate shall be submitted which ought to be issued by an officer not below the rank of Executive Engineer).

3.3 deleted.

**NOTE: Annual turnover for the past five/relevant financial years should be certified by an ICAI registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the registration number legible.**

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.

- Bidder should possess Credit Line Facility of minimum 30% of the amount put to tender and shall submit the certificate in the prescribed format only.

### 3.5 Deleted

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

**Assessed available tender capacity = (A\*N\*1.5 - B)**

where

A = Maximum value of works executed in any one year during the last five years (updated to current year price level) taking into account the completed as well as works in progress.

N = Value for assessment shall be one year i.e., N=1.0

B = Value, at current year price level, of existing commitments and on-going works to be completed in 3months.

**Note:** 1. *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.*

2. *Works in the O&M period shall not be considered as ongoing for the purpose of calculation of the value of 'B'.*

3.7 Even though the Tenderer 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, and/or
- Tied up with a firm having record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- Involved in Litigation.

### **3.8 GENERAL**

The performance eligibility shall pertain to the similar works executed by the tenderer in any of the Central/State Government Departments/Quasi Government Organizations and Government Undertakings,. The performance experience for Central/State Government Department/Undertaking/Quasi Government Organization should be supported by performance certificates issued by the concerned organization by an officer not less than the rank of Executive Engineer. The experience certificates issued by an officer below the rank of Executive Engineer or on behalf of Executive Engineer will not be considered.

#### **4. One Tender per Tenderer:**

4.1 Each tenderer shall submit only one tender per package. A tenderer who submits more than one Tender for the same package will be disqualified.

#### **5. Cost of Tendering:**

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

#### **6. Site visit:**

6.1 The Tenderer at his own responsibility and risk is required 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. The cost of visiting the Site shall be at the Tenderer own expense.

### **B. Tender documents**

#### **7. Content of Tender documents**

7.1 The set of tender documents shall have all the Sections given in Section 10.1

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 prior to the pre bid meeting. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting: - As per notification.

#### **9. Amendment of Tender documents**

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable or by email or e portal to all the purchasers of the tender documents.

9.3 To give prospective Tenderer 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 16.2 below.

## C. Preparation of Tenders

### 10. Documents comprising the Tender

The tender submitted by the Tenderer shall be in two covers in **e-procurement** and shall contain the documents as follows:

**NOTE – Manual submission of bids or documents is prohibited and such submissions shall be ignored and bid of a bidder making such submissions is liable to be rejected as disqualified.**

#### 10.1 Technical Bid (through e-Procurement Portal (<http://eproc.karnataka.gov.in>):

- i. The Bid Documents duly filled and signed
- ii. List of Enclosures/Annexure's

**The Tenderer should submit documents required for “Qualification Criteria” containing the following Notarized copies of the documents with the Tender uploaded through E-Procurement.**

- 1) Registration of the Name of the Firm / Company with the Registrar of Firms / Companies of the State Government / Government of India.
- 2) Registration of Change of Name of Company with the Registrar of Companies, if any.
- 3) Memorandum & Articles of Association the Company or Consortia.
- 4) Latest “Authorized Signatory” of the Company.
- 5) PAN Card
- 6) GST Registration Certificate
- 7) Service Tax Registration Certificate
- 8) Income Tax Returns/Filed copies
- 9) Experience Certificates for at least (2) year, issued by Government Organizations / Boards or Corporations from India/ Agencies having experience in Operation & maintenance of water Purification Plants in any two of 5 years of **500/1000LPH capacity**
- 10) The applicant must be a Bona fide Technically Qualified Tenderer having sufficient experience in Operation & maintenance of water plants for RO technology with O&M experience.
- 11) Audited Chartered Accountant Certificate of turnover for the period of last (5) five financial years i.e. 2012-13 to 2016-17 to be furnished.
- 12) The ISO certificate to be enclosed.
- 13) A “Self Declaration” stating that “the Company has sufficient and highly qualified and experienced technical, chemical and operation experts for handling and maintaining the Plants for the prescribed period of FIVE (5) years. Also the company will arrange to operate and maintain the plants with sufficient technical support, chemicals and operators with all requirements to run the plant effectively to get the output of standard quality water as per IS : 10500:2012.

14) A “Self Declaration” stating that “I / We have gone through all the Tender conditions and accepted them without any pre conditions”.

15) Satisfactory performance in previous assignments if any .

16) Line of credit for 30% of APT from any Nationalized/Scheduled bank.

**10.1.2 Financial Bid (through e-Procurement Portal (<http://eproc.karnataka.gov.in>)):**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 7);

and any other materials required to be completed and submitted by Tenderer in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 7 shall be filled in without exception.

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

**11. Tender prices**

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, 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 Tender shall remain valid for a period not less than One hundred-twenty 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 made to e-Procurement Portal as per prescribed form & procedure in this regard.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 60 days beyond the validity period 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/released within 30 days of the end of the tender validity period specified in Sub-Clause 12.1 by the e-Governance Dept through its e-Procurement Portal.

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 or if he does not conclude the agreement within 5 days of LOA.

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; 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 the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderer, and upload into the e-Procurement Portal as the bid. Ordinarily the document as uploaded in e-Procurement Portal shall form the basis to decide the tender (subject any clarifications which might be sought as per KTPP Act & Rules).

14.2 The documents comprising 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 initialed by the person signing the tender and uploaded into e-Procurement Portal (<http://eproc.karnataka.gov.in>).

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 initialed by the person signing the Tender.

## **D. Submission of Tenders**

### **15. Sealing and marking of tenders**

15.1 The Tenderer shall submit the full tender and the bid to e-procurement portal of e-Governance Department of Govt of Karnataka(<http://eproc.karnataka.gov.in>). The manual bid or even document submission is NOT PERMITTED. Any bidder manually submitting his bid is shall be dis-qualified and rejected. The bid shall be in two “covers” in the e-procurement portal (i) Pre-qualification-cum-Technical Bid (ii) Financial or Price Bid.

#### **15.2 Process of e-Bid Submission**

##### **15.2.1 Tender Processing Fees and Download of Tender Document**

Bidder can download the tender document for free from the portal (<http://eproc.karnataka.gov.in>) till the due date and time for bid submission. Bidder shall pay the tender processing fees prescribed in the e-Procurement portal to participate in this tender.

##### **15.2.2 EMD & Modes of Submission**

All interested bidders shall pay **EMD as prescribed in this tender** and Tender Processing fee as mentioned in e-Procurement portal through any of the online payment modes. Bidders shall submit their Pre-qualification, Technical and Commercial/Financial TENDER responses electronically using the unified e-Procurement platform of the e-Governance Department, Govt of Karnataka. The e-Proc portal is available at: <http://eproc.karnataka.gov.in>

The Bidders shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and the Employer will not be liable or responsible for any delays due to non-availability of the portal and the internet link.

All the bid documents shall be filled by the bidder and submitted along with other bid documents. Incomplete and incorrect documents are liable to rejection of the bid.

#### **Authentication of Bid**

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

#### **Validation of interlineations in Bid**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the Employer. The Employer will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

15.2.3 The Tenderer shall prepare the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers, and upload into the e-Procurement Portal (<http://eproc.karnataka.gov.in>) as the bid comprising of (i) Pre-qualification-cum-Technical Bid (ii) Price/Financial Bid. The document as uploaded in e-Procurement Portal shall form the basis to decide the tender.



## **16. Deadline for submission of the Tenders**

- 16.1 Tenders must be received by the Employer at e-Procurement Portal (<http://eproc.karnataka.gov.in>) no later than the time and date mentioned in the notification.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

## **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 – As per e-portal**

- 18.1 Tenderers may modify bids in e-Procurement Portal or withdraw their Tenders before the deadline prescribed in Clause 16 through e-Procurement Portal (<http://eproc.karnataka.gov.in>).
- 18.2 No Tender can 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.

## **E. Tender opening and evaluation**

### **19. Opening of Prequalification-cum-Technical Bid of all Tenders and evaluation to determine technically qualified Tenderers: As per e-Portal**

- a) The Technical Bids of each package will be evaluated by the Experts Committee/ Expert agency identified by the Department:

The Experts Committee/Agency will evaluate the eligibility of the bidder as per the requirement of technical bid criteria and will prepare a shortlist of eligible bidders.

- b). The participating Firms / Companies will be inspected for assessing the capacity of manufacturing and supply of the required number of Plants, raw material, working personnel, etc. as authorized by Competent Authority

### **20. Opening of Financial Bid of qualified Tenderers and evaluation: As per e-Portal**

- 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Financial Bid containing the priced Tenders. The Employer will open the Price Bid of only the technically qualified Tenderers at the appointed time and date in the presence of the Tenderers or their representatives who choose to attend in **e-procurement portal**. In the event of the specified date of Financial Bid/Price Bid opening being declared a public holiday, the Price Bid shall be opened on the next working-day at the appointed time.
- 20.2 Any modifications of the Price Bid shall be in the e-Procurement Portal itself and shall be opened along with the Price-Bid in e-Procurement Portal itself.
- 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.

- 20.4 The Employer shall prepare minutes of the /Price-Bid Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3. The proceedings of the same shall be uploaded on e-Procurement Portal (<http://eproc.karnataka.gov.in>).

## **21. Process to be confidential**

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

## **22 Clarifications 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 at the technical evaluation stage itself, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **24. Correction of errors**

- 24.1 The Price-Bid of only such bids which are determined to be substantially responsive and technically qualified as per this tender document will be opened and the Price-Bid shall 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 open the Price-Bid of only the technically qualified bids as per Clause 19 & 23; and evaluate and compare the Price-Bid as per this tender document.

25.2 In evaluating the Price-Bid/tender, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's approved estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

## **F. Award of Contract**

### **26. Award criteria**

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender document 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 & 19.

**B) A maximum of 1000 units will be allotted to each bidder in the State and bidder has to give preference of packages at the time bidding. The department reserves the right to award any of the preferred bid based on the economical criteria.**

**C) If the bidder is L1 for more than 1000 units the department reserves the right to negotiate with the next eligible bidder for award of contract of the packages exceeding 1000 nos. In such cases next eligible bidder will be considered for relevant packages. However department reserves the right to take appropriate decision as per prevailing circumstances.**

**D) If the L1 fails to execute the agreement within 07 days from the issue of LOA, the department reserves the right to cancel such tenders and next bidder will be considered for award of contract, as the work is concerned with the issue of providing quality drinking water to the public.**

**27. Employer reserves the right to accept any Tender and to reject any or all Tenders**

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

**28. Notification of award and signing of Agreement**

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by e-mail or facsimile or This communication (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"). If the tenderer is not responsive within the stipulated time, EMD will be forfeited and the tender will be cancelled.

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 Employer and the successful Tenderer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**29. Security deposit**

29.1 The performance security **of 5% shall be provided** by the successful bidder in the form Bank Guarantee(BG) obtained in the **name of EE at the time of agreement.This performance security shall be refunded after (5) years** of completion of maintenance period.The Bank Guarantee should be obtained from a nationalized/scheduled bank only.

**29.2 PERFORMANCE GUARANTEE FOR FIVE YEARS OPERATION MAINTENANCE PERIOD:**

**Security:5% of** third year O& M for a period of 5 years of the approved tender cost will be the performance guarantee for operation & maintenance period of the plant, which will be retained from payment and the refund of Performance Guarantee will be as per the payment conditions mentioned in clause 4.0 of special conditions of contract.

**30. Advance Payment:Deleted.**

30.1 Payment to be done at the end of every quarter for each year of the contract.

### **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

#### ANNEXURE-I

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 similar works executed and payments received in the last five years 2012-13 \_\_\_\_\_  
 (inRs. Lakhs) 2013-14 \_\_\_\_\_  
 2014-15 \_\_\_\_\_  
 2015- 16 \_\_\_\_\_  
 2016-17-----

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature / drinking water purification technology during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs.Crs.	Date of issue of work order	Specified period of completion	Actual Date of completion	Remarks explaining reason for delay incompletion 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	No of Water Purification Plants installed	Remarks (Indicate contract reference and Technology adopted )
2012-13				
2013-14				
2014-15				
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)

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)

(B) Works for which Tenders already submitted:

- The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below
  - Registered manufacturing and assembling factory should be able to assemble minimum 100 plants in a year (Capacity ranging from 250 to 1000 LPH).
  - Registered manufacturing and assembling unit shall have testing facilities and capable to assemble minimum 10 plants at a time and should be equipped to conduct pre-dispatch inspection.

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 Employer.

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:

The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

**ANNEXURE-III**

**BANKER'S CERTIFICATE**

**(Separate certificate shall be provided for each bid)**

This is to certify that M/s. .... Is a reputed company with a good financial standing. If the contract for this work namely Repairs, Operation and Maintenance of water purification plants of Capacity 500/1000LPH for a period of 5 years on Turnkey / EPC Basis for \_\_\_\_\_ habitation in \_\_\_\_\_ District (\_\_\_\_\_ Taluk - \_\_\_\_\_ Nos: \_\_\_\_\_) of Karnataka is awarded to the above firm, we shall be able to provide overdraft/credit facility to extent of Rs. ....to meet the working capital requirements for executing the above work.

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

-----  
-----



#### ANNEXURE-IV

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.  
Attach certificates from the respective Employers.

**ANNEXURE-V**

**Declaration by the Bidder:**

It is to certify that our firm .....  
.....has **not** been black listed / banned / debarred by any  
Central/ State / UT Government Department or Undertaking / Organization.

Seal

Tenderer

.....

(Signature of the Bidder)

## **SECTION 4:**

### **FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK , AGREEMENT FORM AND FORMAT FOR BANK GUARANTEE ( Security)**

#### **Form of Tender**

Description of the Works: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **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 letters].

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

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

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

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

\_\_\_\_\_

Name of Tenderer \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Letter of Acceptance**  
**(letterhead paper of the Employer)**

\_\_\_\_\_ [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 05 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**  
**(Letter head of the Employer)**

\_\_\_\_\_ (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 Employer)

**Agreement Form**

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 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ [ name and identification number of Contract] (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) Bar Chart; 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 \_\_\_\_\_

**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] <sup>63</sup> 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]<sup>64</sup> 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 \_\_\_\_\_

<sup>63</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

<sup>64</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

## SECTION 5: CONDITIONS OF CONTRACT

### Table of Contents

#### **A. General**

1. Definitions	33
2. Interpretation	34
3. Law governing contract	34
4. Employers decisions	34
5. Delegation	34
6. Communications	34
7. Subcontracting	34
8. Other Contractors	34
9. Personnel	35
10. Employer's and Contractor's risks	35
11. Employer's risks	35
12 Contractor's risks	35
13. Insurance	35
14. Site Investigation Report	36
15 Query about Contract Data	36
16 Contractor to construct the Works	36
17. The Works to be completed by Intended Completion Date	36
18 Approvals by the Employer	36
19. Safety	36
20. Discoveries	36
21. Possession of the Site	36
22. Access to the Site	37
23. Instructions	37
24. Procedure for resolution of disputes	37

#### **B. Time Control**

25. Program	37
26. Extension of the Intended Completion Date	37
27. Delays ordered by the Employer	37
28. Management meetings	37

#### **C. Quality Control**

29. Identifying defects	38
30. Tests	38
31. Correction of defects	38
32. Uncorrected defects	38

#### **D. Cost Control**

33 Bill of Quantities (BOQ)	38
34 Variations	38
35. Payment for Variations	39
36. Submission of bills for payment	40
37 Payments	40
38. Compensation events	40
39. Tax	40
40 Price Adjustment	40

41. Liquidated damages	40
42. Advance Payments	40
43. Securities	40
44. Cost of repairs	41

**E Finishing of Contract**

45. Completion	41
46. Taking Over	41
47. Final account	41
48. As built drawings and/or Operating and Maintenance Manuals	41
49. Termination	41
50 Payment upon termination	42
51. Property	42
52. Release from performance	42

**F Special Conditions of Contract** 43- 44

**Contract Data** 45 - 46

Terms of References	47-50
Annexure I to IV of conditions of contract.	51-58
Bill of Quantities.	59.



## Conditions of Contract

### A. General

#### 1. Definitions

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

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

**Compensation events** are those defined in Clause 38 hereunder.

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

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

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

The **Contractor** is a person or corporate body who's 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) 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 Deleted

## **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, theft or damage.

## **12. Contractor's risks**

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

## **13. Insurance:**

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

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

**14. Site Investigation Reports:**

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

**15. Queries about the Contract Data**

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

**16. Contractor to construct the Works**

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

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

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

**18. Approval by the Employer:**

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

**19. Safety**

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

**20. Discoveries**

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

**21. Possession of the Site**

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have

delayed the start of the relevant activities and this will be Compensation Event & concerned AE/PDO shall be held responsible for the same.

## **22. Access to the Site**

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

## **23. Instructions**

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

## **24. Procedure for resolution of Disputes:**

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

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

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

## **B. Time Control**

### **25. Program**

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

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### **26. Extension of the Intended Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

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

### **27. Delays ordered by the Employer**

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

### **28. Management meetings**

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

- 28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

### **C. Quality Control**

#### **29. Identifying defects**

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

#### **30. Tests**

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

#### **31. Correction of defects**

- 31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period,.

#### **32. Uncorrected defects**

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

### **D. Cost Control**

#### **33. Bill of Quantities (BOQ) –**

**33.1 The BOQ shall contain items for the Operation and maintenance of Water Purification Plants for a period of five years, 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 work done at the agreed rate in the BOQ for each item.**

#### **34. Variations :**

**34.1 The employer shall have power to do any or all of the following as considered necessary during the progress of the work**

- **Increase or decrease of work included in the BOQ.**
- **Omit any item of work.**
- **Change the character or quality or kind of any item of work.**
- **Execute additional items of work of any kind necessary for successful completion.**

**34.2 The contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the employer and such alteration shall not vitiate or invalidate the contract**

**34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.**

**34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.**

### **35. Payments for Variations –**

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

### **36. Submission of bills for payment**

36.1 The Contractor shall submit to the Employer bills, in an electronic spread sheet only, of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) value of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

36.4 The employer and the contractor shall put their signatures in the hard copy of the said bills before making payments.

### **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 bills within 10 days of submission of bill.

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

### **38. Compensation events:**

**38.1** The 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 GST and all other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

### **40. Price Adjustment: NA**

### **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 if the performance is not satisfactory. 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.

42. Advance Payments: *Deleted*

### **43. Securities:**

- 43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until 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.

#### **46. Taking over**

46.1 The Employer shall take over the Site and the Works within 15 days of issuing a certificate of Completion.

#### **47. Final account**

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

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

48.1 Deleted.

48.2 Deleted.

#### **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 30 days when the stoppage has not been authorized by the Employer;
- (b) the penalty (liquidated damage) reaches the maximum that can be levied as per this contract.
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

\*\*\*\*\* If the Tenderer fails to perform then the Employer can assign the balance work to another agency working under the same Employer executing similar work or any other agency at the Risk & Cost of the Original Tenderer.

- (f) The Contractor does not maintain a security which is required;

- (g) 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 or another party 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, during 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.

- **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:** In cas of disputes arising out of this agreement it shall be referred to the Chief Engineer, RDW&SD Bangalore. The decision of the Arbitrator is final and binding on both the parties.

## **5. GOVERNING LAW AND JURISDICTION:**

This agreement is made under and shall be governed by and construed for all purposes in accordance with the laws of India. All disputes arising out of this Agreement are subject to the jurisdiction of a Competent court within Karnataka.

## **6. Changes in Activities / Prices:**

- 6.1 The Schedule of activities shall be amended if necessary only on getting the approval from the Employer
- 6.2 The prices in the Schedule / activity shall not be altered when such changes are made by Employer / Bidder.

## 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

- • The Schedule of Operating and Maintenance
- • The Methodology and Program of Operating and Maintenance
- • Water Quality test Reports
- • The Schedule of Key and Critical Equipment set up On the work as per agreed program of construction. The Employer is: The Executive Engineer, Rural Drinking Water & Sanitation Dept.,
- 
- Name: Executive Engineer, Rural Drinking Water & Sanitation Dept,

\_\_\_\_\_ Division, \_\_\_\_\_ [1.1]

Name of authorized Representative: Respective A.E.E, 's RDW&SD Sub Divisions

The name and identification number of the Contract is

[Insert name and number as indicated in the Invitation for Tenders]. [1.1]

The Works consist of Operation and Maintenance of Water Purification Plants of Capacity 500/1000LPH for a period of 5 years for \_\_\_\_\_ habitations in \_\_\_\_\_ District. \_\_\_\_\_ Taluk ----- Nos,

[Brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]

At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

Insurance requirements are as under: For tender period

	<b>Type of Cover</b>	<b>Minimum cover for Insurance</b>
(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

Price Adjustment Formula **NIL**

The maximum amount of **liquidated damages** for the whole of the works is 10 percent of final contract amount.

<p><b><u>The following documents are also part of the Contract: Design &amp; Drawings of all components &amp; Structures along with technology details as per Standard Technical specifications.</u></b></p> <p>The liquidated damages for the whole of the activities are</p> <p>In case of Non-performance with respect to quantity &amp; quality of pure water, penalty will be levied as below,</p> <ul style="list-style-type: none"> <li>• up to 10 days – Rs.1000/- per day</li> <li>• 10-20 days – Rs.2000/- per day</li> <li>• 20-30 days – Rs.4000/- per day</li> <li>• 30 and above days – Rs.5000/- per day</li> </ul>	<p><b>Clause Reference</b></p>
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The date by which Operating and Maintenance Manuals are required is within 15 days of issue of work order.

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

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 Additional cost for completing the Works shall be **30percent**.

## **TERMS OF REFERENCE (TOR) FOR OPERATION AND MAINTANENCE OF WATER PURIFICATION PLANTS**

### **1. Introduction**

The Government of Karnataka, Rural Water Supply and Sanitation department has installed Water Purification plants under NRDWP Scheme with objective of providing sustainable potable water to rural population.

### **2. Objective of Assignment.**

The main objective of the assignment is

- To maintain and carry out daily operation of water purification plants of \_\_\_\_\_ **Taluk, \_\_\_\_\_ District** to supply potable drinking water to all villages included under the scheme.
- To provide all superintendence, labour, materials for repairs, consumables required and for the operation and maintenance of the scheme to deliver treated water.
- To take full responsibility for the adequacy of all his operating and maintenance procedures to ensure the safety of all personnel and of the scheme components, irrespective of any approval or consent of the Engineer.

### **3. Scope of work**

Scope of work in this assignment includes full responsibility of operation and maintenance of Water purification plants to \_\_\_\_\_ **Taluk, \_\_\_\_\_ District ensure the** compliance with this contract. The Operation and Maintenance of the Water Purification Plants, in accordance with Specifications,

The Contractor shall ensure purification and supply of potable water to all the villages. In this process it shall provide goods, repair services of all kinds, labour services including management staff, skilled and unskilled labour and supply of tools, replacement minor parts and all consumables, required for routine maintenance, etc. complete. The Contractor shall utilize the facilities like design particulars of the pumping works, & other components of the wpp, the as-built drawings, the O&M manuals and vendors' manuals, the scheme trial run certificates, test reports of construction activities and all other documents available. All the works shall be carried out as per the relevant IS code and as per standard practices.

### **The Contractor will also ensure the following**

- System breakdown will be rectified within a prescribed period and the water supply will not be disturbed beyond that. It would be the responsibility of O&M Contractor, to have a mechanism in place to restore the system within this period. Liquidated damages will be levied at an agreed rate for the delays beyond agreed period. In this regard department has final words.
- The minimum size of O&M Staff deployed for the job should be in conformity with **Staffing Specified** and the field staff should be thoroughly trained about the operation & maintenance aspects of each and every component of the scheme, their Preventive & Corrective maintenance
- Pumping machinery & other Electrical appliances should be operated & maintained as per the directions of Engineer and in such a way that optimum economy is achieved in electrical billing charges.
- The successful bidder should ensure Safety and security of Plant & machinery/all components of the scheme.
- Sufficient Stock of Consumables for water treatment, Disinfection, should always be maintained at plant locations.
- **Membrane replacement as and when required, conforming to the technical specifications given in annexure-III of conditions of contract.**
- **Repairs and Replacement of the components as and when required, conforming to the technical specifications given in annexure-III of conditions of contract.**
- **One Technician for every 50 Plants, one Engineer for every 100 plants.**
- **One Supervisor for every 50 plants.**
- **One Person to address the Grievances and to give information to the department. He/She shall be operating from the Sub Division Office. Necessary Telephone, Internet and other incidental charges will be born by the contractor.**
- **Collection of user fee at 10 paise per litre by the contractor through vending machine.**
- **Minor repairs to be done within 24 hours.**
- **Replacement of components within 48 hours.**
- **Contractor to quote rates for the first year of O&M. For subsequent years an escalation of 5% on every year on first year rate will be paid. i.e. for second year 105% quoted rate, for third year 110% quoted rate, for fourth year 115% quoted rate, for fifth year 120% quoted rate will be paid.**



**4. Payment will be made on quarterly basis as follows of the amount as calculated as per prepara;**

<b>Period</b>	<b>End of 1<sup>st</sup> Quarter</b>	<b>End of 2<sup>nd</sup> Quarter</b>	<b>End of 3<sup>rd</sup> Quarter</b>	<b>End of 4<sup>th</sup> Quarter</b>
<b>% of Agreed Amount</b>	<b>15%</b>	<b>15%</b>	<b>20%</b>	<b>50%</b>

**5. At the end of 5 years plants to be handed over to the Department/Successive Contractors in fully working condition.**

**6. Quality of output water to be tested in the department laboratory once every month/whenever the quality is found to be not satisfactory.**

**7. Energy Charges as per actuals will be paid by the contractor and reimbursement by the Department along with quarterly payment.**

**8. The contractor shall maintain minimum required spares, components and chemicals in stock sufficient enough to take care of repairs.**

**9. Period of the Assignment:**

The assignment will come into effect from the 7th day of signing the contract and it will be for a period of five years from the date of contract. However the client can extend the contract beyond the said period with proper justification and at a mutually agreed rate for the next two years only, one year at a time.

**10. Monthly Reports**

The Contractor shall maintain and submit daily reports to the Client in two copies. The report shall be submitted in the format given in **annexure IV** of conditions of contract.

**11. Health and Safety Precautions to be followed by the Contractor:**

The Contractor shall comply with all applicable health and safety regulations in all its activities under the contract. The Contractor shall ensure that his staff and labour are free of communicable diseases or any other diseases, which would make them unsuitable for employment at a water treatment plant The Contractor is responsible for ensuring the

health and safety of his personnel, the prevention of accidents and epidemics. The Contractor shall carry out a review to identify hazards to staff, to the facilities and to the environment and provide suitable and adequate training of its personnel along with equipment necessary.

## **12. Protection of the Environment**

The Contractor shall take all reasonable steps to protect the environment, and to limit damage and nuisance to people and property as a results of his operations.

Security of the Housing, Water treatment plant, Storages&raw water & pure water Transmission line, and other components of the scheme.

## **13. Obligations of client**

At the commencement of the contract, the Client shall hand over possession of Housing, water treatment plant, Power transmitting system &Storgae units, Disinfection units and other components of the scheme to the Contractor.

Client shall ensure the quarterly payments to Contractor after receiving the bills with satisfactory report.

**ANNEXURE-I TO THE CONDITIONS OF CONTRACT**

LIST OF HABITATIONS WHERE PURE DRINKING WATER PLANTS ARE INSTALLED  
AT \_\_\_\_\_ DISTRICT \_\_\_\_\_ TALUK

Sl. No.	Name of Habitation Block(Taluk)	Population(2011 census)	Raw water quality parameters				
			TDS (mg/l)	Iron (mg/l)	Fluoride (mg/l)	Arsenic (mg/l)	Nitrate (mg/l)
1							
2							
3							
4							
5							
6							
7							
8							

For raw water quality norms refer GOI/IMIS of concerned habitations.

**ANNEXURE II TO THE CONDITIONS OF CONTRACT**

**PRODUCT WATER QUALITY AS PER BIS 10500:2012  
(ENCLOSE)**

**ANNEXURE-III TO THE CONDITIONS OF CONTRACT**

**In case of replacements following specifications have to be followed**

<p align="center">1</p>	<p><b>Inlet Pump</b> Type Number</p> <p>Make Capacity Pressure and power MOC</p>	<p>Function– to feed water from storage tank to filter Horizontal Centrifugal One Number</p> <p>Grundfos/Kirloskar/ Crompton greaves/Shakthi/CRI/OSWAL As per plant requirement As per plant requirement <b>S S 304</b></p>
<p align="center">2</p>	<p><b>Sand and Carbon Filter with Auto MPV (2 Nos) 12x64</b></p> <p>Pressure Sand Filter with Multi Graded Sand Granular Activated Carbon</p> <p>Filter COCONUT SHELL Type with min 1000 Iodine Value with auto MPV</p> <p>Flow Rate No. of Cartridge Housing MOC</p> <p>Make</p>	<p>MPV should be able to interact with central control panel Time base /volume base for its automatic back washing, rinsing &amp; forward flow &amp; its display on control panel</p> <p>Function– to remove turbidity &amp; impurities from water.</p> <p>Function– to remove pesticide, insecticide and biological impurities from water.</p> <p>As per plant requirement As per plant requirement <b>S.S.304</b></p> <p>Advance/Aventura/Pentair .</p>
<p align="center">3</p>	<p><b>Micron Cartridge Filter</b></p> <p>Flow Rate MOC No. of Cartridge housing Micron Rating Flow Velocity</p> <p>MOC of Cartridge Make</p>	<p>Function- fine filtration of water for removal of Suspended solids up to 1micron, micron size to prevent chocking Of Membranes</p> <p>As per plant requirement <b>S.S.304</b> 2 No 20 micron to 1 micron As per plant requirement</p> <p>PP - 20 ' jumbo Cartridge Zephyr/ Ametak-USA / Gopani/Purtex/Osmotic/HI-Tech/Aventura.</p>

4	<b>Anti scalant Dosing System and Chemicals</b>  Pump Make  Quantity Type Capacity Quantity of Tank Capacity of Tank MOC of Tank Make of Tank	Function- to inhibit scaling of hardness salt and Silicon of RO Membranes with low level sensor & detectable on Control Panel  1 Set Nanfang / Prominent/E-Dose /Pentair / Tacmina/Braqua-chems Scale check /Nuton.  1 No. Electronic Diaphragm Type 0-6/10 LPH 1 No. 100 Ltr. PE/FRP. Indian
5	<b>High Pressure Pump</b>  Type MOC Number Make  Capacity Pressure & Power	Function-to develop required pressure for Reverse Osmosis (RO) Membranes Vertical Centrifugal Multistage <b>SS 304</b> 1 No. Grundfos/Kirloskar/Cromptongreaves/Shakthi/CRI/Calpeda Oswal/Nuton As per plant requirement As per plant requirement
6	<b>Pressure Vessel (Membrane Housing) Item</b>  Diameter Length Make MOC	Function-to house RO Membranes under pressure RO Module consisting of membrane housing with RO membrane mounted on SS skid  As per plant requirement As per plant requirement Maxima /Advanced Composite, / Aventura/Pentair <b>S.S.304.</b>
7  7 (a)	<b>Membrane RO</b>  Size Average Flux Make  Type Operating WaterTemperature  <b>Membrane UF</b>  Type Size  Average Flux Make  Operating WaterTemperature Membrane Housing	Function-to remove dissolved salt all kind of heavy metals from water by Reverse Osmosis to produce permeate water having less dissolved salt/parameters confirming to BIS 10500:2012 and reject water having highly concentrated salt.  4" X 40 inch length x 5 No <15 GFD DOW Filmtec-USA, / Hydranautics/ Hi-Tech/Burton /Uniqflux  TFC, Polyamide Ambient Temperature  Blending RO Output Water with UF Permeate Water to adjust PH & TDS of output water Spirally Wound PAN, PS, PES, PVDF 4" dia x 40 inch length x 1No  ~25 LMH to 35 LMH DOW Filmtec-USA, / Hydranautics/ Uniqflux/ OltremareToray-Japan,Ge/ Hi-Tech/Burton /Membrane Filters. Ambient Temperature Advanced Composite, Aventura, Pentair.
8	<b>Cleaning in</b>	Function- use for chemical cleaning of RO Membranes over a

	<b>Place(CIP)System</b> Quantity of tank Capacity of tank MOC to tank Make of tank Micron Cartridge Filter Flow rate MOC No. of Cartridge housing Micron Rating Flow velocity MOC of cartridge	period of time 1 No. As per plant requirement FRP/ MSRL/PE/SS Indian 20' Jumbo As per plant requirement FRP/ Engineering Grade Plastic As per plant requirement 20u to 1u 0.27 Mtr /Sec PP
9	<b>Product Water Storage Tank</b> Type/ MOC Control Capacity	Function-For storage of Product Water from RO Plant <b>SS 304 storage tank.</b> Provision of Low Level and High Level Switch Storage tank 2000 ltrs.
10	<b>Pressure pump</b> Type MOC Number Make Capacity Pressure and power	Function-Create pressure for dispensing system Horizontal, Centrifugal <b>S.S.304</b> One Kirloskar/Crompton Greaves/Shakti/CRI/Calpeda As per plant requirement As per plant requirement
11	<b>S.S. Skid</b>	40 mm, <b>S.S.304</b> As per plant requirement
12	<b>Raw Water Tank</b>  <b>Type/ MOC</b>  Control Capacity	Function-For storage of raw water from raw water source to filtration plant Food grade PVC 5000 Litres - kept on the plinth inside the housing. Provision of Low Level and High Level Switch storage tank 5000 ltrs kept on the plinth
13	<b>Piping work</b>	<b>S.S.304</b>
	<b>Instrumentation &amp; Electrical Components</b> A <b>Pressure Gauges</b> Quantity Location Range Location Quantity Location Range Make MOC A1 <b>Low Pressure and High Pressure Switch.</b> Quantity Location Range Location Quantity Location Range	Function-to measure pressure 1 Nos High Pressure pump,Discharge and RO Reject 0-7 Kg/cm2 Feed pump outlet /Filter outlet 1 Nos High Pressure pump,Discharge and RO Reject 0-20 Kg/cm2 Forbes Marshal/Aventura/Aquazen/Grundfos. <b>S .S 304</b> Function-Safety Mechanism to shut down RO Plant in event of very low or very high pressure 1 Nos High Pressure pump, Discharge and RO Reject 0-7 Kg/cm2 Feed pump outlet /Filter outlet 1 Nos High Pressure pump,Discharge and RO Reject 0-20 Kg/cm2

	<p>Make Danfos / WIKA</p> <p>MOC <b>S .S 304</b></p> <p><b>B Flow Indicator</b> Function to measure flow rate at location</p> <p>Quantity 4 Nos</p> <p>Location RO feed, RO product, Reject &amp; Reject recirculation</p> <p>Type Float type, panel mounted</p> <p>MaxoperatingTemperature 40 degree centigrade</p> <p>Measuring points RO Feed, RO Product, Reject</p> <p>Make Flow Max/ FIP/ Eureka/ Proton/Grundfos/Accord.</p>
	<p><b>Instrumentation &amp; Control</b></p> <p><b>Remote access and Monitoring System :-</b>  Real time remote monitoring system based on remote performance monitoring device (RPM), a logical processing unit with sensor data reading and sending features, mounted on water purification plant, using GSM net work for real time online tracking of vital machine health and key process parameters. The instrument should be easy to operate interface, adaptable in local language for easy operation by a local operator, who does not need to be highly literate or technically sound . It shall have provision to on site manual operation even at purification plant Trigger based on any Ping based system setting.</p> <p><b>Data sending mechanism:-</b>  By providing SIM card it should be able to display the data captured by sensor at plant site and also send it through GSM modem and SIM card.</p>
C)	Should Show Filtration Control Panel, should have Timer for auto flush, High pressure switch for Auto flushing system with Electric control panel, Product and Reject flow Digital conductivity or Water sale and recharge Alerts like low water with Automation system.
	<p><b>Combo dispensing system</b></p> <p>Online Monitoring system - Proton/Grundfos/Accord/SMARTNGREEN/Initiative/JAL.TM</p>
	<p>Stainless Steel 30 mm x 30 mm x 1.5 mm Compact module and generally not more than of size 3 ft x 3 ft x 6 ft</p> <p>Android Based Remote</p> <p>Make Proton/Grundfos/Accord/Smarten Green/Initiative.</p> <p>Push Button in the Coin</p>
D)	<p>Solenoid Valves 4 Nos</p> <p>NO / NC Type Solenoid Valves duly operated via Control Panel and enable auto flushing of RO membranes and UF membranes</p> <p>NO / NC Type Solenoid Valves duly operated via Control Panel between raw water tank and discharge line of raw water line inlet</p>
E)	Self Chargeable Battery Operated UPS which will ensure that will provide safe and pure drinking water all the time
F)	<p>Float Switch - Low Level / High Level Type that will trigger signal to the Raw Water Pump &amp; High Pressure Pump to shut down or</p> <p>Mechanical Ball Type between the source pipeline to raw water tank</p>

**NOTE:**

1. Anti scalent use Only NSF 60 Approved Chemicals.
2. Low Level Sensor Indicator for the Anti-Scalent Tank that will shut down the plant during low level of the Anti Scalent



3. Piping from Raw Water Source to Raw Water Tanks in CPVC
4. The piping and accessories used after Raw Water Tank to product water tank shall be S.S 304 Piping
5. Piping from Output of Pure Water Tank to Coin Vending Machine and smart card shall be in Stainless Steel
6. Design of RO system must be done keeping in mind of pollution norms of reject management and accordingly RO recoveries must be optimized
7. RO-UF System must be suitable for remote monitoring and automatic and remote display must be possible to get quality of water, power consumption, quantity of water processed/dispensed, coin/cash collection etc. system location wise No chemical should be used to adjust pH or TDS of filtered water.

**ANNEXURE-IV TO THE CONDITIONS OF CONTRACT**

**REGISTER TO BE MAINTAINED AT PLANT**

Location of Plant

Month

Monthly

Sl No	Date	Dispensed quantity litres per day	Out put PH	Out put TDS	Remarks
1	2	3	4	5	6

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## Section-7

### Bill of Quantities ( Scheduled –B)

Name of Work:- Operation and Maintenance of Water Purification Plants of Capacity 500/1000LPH for a period of 5 years for [REDACTED] habitations in [REDACTED] District. [REDACTED] Taluk - [REDACTED] Nos,  
E-proc Indent No. : [REDACTED]

SI No	Number of Water Purifications Plants	Operations and Maintenance Charges quoted by the bidder per plant for first year		Total Amount Quoted.
		In Figures	In Words	
1	2	3	4	5

**Note:- The rate quoted shall be excluding Energy charges and user charges but including all taxes**