

**GOVERNMENT OF KARNATAKA**  
**Karnataka State Rural Livelihood Project**

IFB No: **KSRLPS/Com/IEC/Tender/15(4)/2014-15**

Date: **20.12.2014**

INVITATION FOR BID (IFB)

**NATIONAL COMPETITIVE BIDDING**

Name of the Printing work	<b>: Printing of Books, Posters and Brochures (IEC and Training Materials)</b>
Date and time for commencement of downloading of bidding document	: Date: 20.12.2014 Time: 11.00
Last date and time for seeking clarifications if any	: Date: 08.01.2015 Time: 17.30
Pre-bid meeting	: Date: 09.01.2015 Time: 15.00 <b>Venue:</b> "Sanjeevini" KSRLPS No.55, Abhaya Complex, 4 <sup>th</sup> Floor, Slum Development Board, Risaldar Street, Sheshadripuram, Bangalore-20
Last date and time for downloading of bid document from the e-procurement portal <a href="http://e-proc.karnataka.gov.in">http://e-proc.karnataka.gov.in</a>	: Date: 20.01.2015 Time: 17.30
Last date and time for bid submission/ uploading of bid in E-Procurement platform	Date: 20.01.2015 Time: 17.30.
Date and time for opening of bids	Date: 27.01.2015 Time: 11.00
Place of opening of bids and address for communication	The bids will be opened on line by the Authorized Officers at the appointed time : Office of the Mission Director. KSRLPS No.55, Abhaya Complex, Fourth Floor Risaldar Street, Sheshadripuram Bengaluru 560020

**INVITATION FOR BID  
(IFB)**

## GOVERNMENT OF KARNATAKA

Office of the Mission Director, Karnataka State Rural Livelihoods Promotion Society (KSRLPS), No.55,  
Abhaya Complex, Fourth Floor, Sheshadripuram, Bengaluru 560020

(Telephone: 080-23083000 Fax: ..... E-mail: [nrlmkarnataka@gmail.com](mailto:nrlmkarnataka@gmail.com))

### **INVITATIONS FOR BIDS (IFB) NATIONAL COMPETITIVE BIDDING**

**No.KSRLPS/Com/IEC/Tender/15(4)/2014-15**

**Dated:20.12.2014**

1. The Government of India has received a credit from International Development Association (IDA) towards National Livelihoods Project and it is intended that part of the proceeds of the credit will be applied to cover eligible payments under the contract for which this invitation to bid has been issued. The Bidding is also open to all bidders from eligible source countries as defined in the IBRD Guidelines for Procurement. **Bidders are advised to note the minimum qualification criteria specified in clause 4 of the Instructions to Bidders to qualify for the award of the contract.**
2. The Mission Director, KSRLPS invites bids under e-procurement system for the Printing Works as given in Column 2 of the Table below.
3. The bid document is available online from **20.12.2014 @ 11.00hrs to 20.01.2015** up to **17.30hrs** and bids are to be submitted online through the e-procurement portal <https://eproc.karnataka.gov.in> only. Bids submitted in any other manner will not accepted. Bidders are required to obtain Level III digital signature from designated firms (available on e-procurement portal and then register with the Government of Karnataka e-procurement platform and submit bids by using their ID and digital signature.
4. Bidders must provide bid security and pay bid processing fee as specified in Column 4 and 5 of the Table below as detailed in the bid document.
5. A Pre-bid meeting will be held on **09.01.2015 @ 15.00hrs** in the office of the Mission Director, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of Instructions to Bidder of the bidding document.
6. Bids along with necessary information/documents must be uploaded to the web site <http://eproc.karnataka.gov.in> as per bid document. The bids will be opened at the specified venue on the stipulated date and time, in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. Other details can be seen in the bidding documents through e-portal.

**TABLE**

<b>Package No.</b>	<b>Name of Work</b>	<b>Bid Security (Amount in Rupees)</b>	<b>Bid processing fee (Rs.)</b>	<b>Period of Completion</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	Printing of Books, Posters and Brochures (IEC and Training Materials)	88,000/-	As per e-procurement portal	Within 60 days from the date of signing of contract

Sd/-

(Mission Director, KSRLPS)

**SECTION 1: INSTRUCTIONS TO BIDDERS**  
**(ITB)**

## Section 1: Instructions to Bidders

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## A. General

### 1. **Scope of Bid**

- 1.1 The Mission Director, KSRLPS (referred to as Employer in these documents) invites bids for the Printing work (as defined in these documents and referred to as the 'works') detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

### 2. **Source of Funds**

- 2.1 The Government of India has received a Credit from the International Development Association (IDA) hereinafter called "Bank" for National Livelihoods Project and intends to apply a part of the funds to cover eligible payments under the contract for the Works. Payments by the Bank will be made only at the request of the borrower and upon the approval of the Bank in accordance with the *Credit Agreement*, and will be subject in all respects to the terms and conditions of that Agreement. Except as the Bank may specifically otherwise agree, no party other than the borrower shall derive any rights from the *Credit Agreement* or have any rights to the credit proceeds.
- 2.2 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payments to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

### 3. **Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders from the eligible countries as defined under the IBRD Guidelines for Procurement. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the eligible source countries.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government - owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 37.1.

### 4. **Qualification of the Bidder**

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 Deleted.

4.3 All bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal statues, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of Printing works performed for each of the last five years;
- (c) Experience in Printing works of a similar nature and size for each of the last five years, and details of Printing works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Major items of Printing equipment available with the Bidder;
- (e) Qualifications and experience of key management and technical personnel proposed for the Contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (j) Deleted
- (k) Deleted

4.4 *Bids from Joint ventures are not acceptable.*

4.5 (A). **To qualify for award of the contract, each bidder in its name should have in the last five years i.e. from 2009-10 to 2013-14**

- (a) achieved a minimum annual financial turnover (in all classes of Printing works only) in any two of the last 5 financial years of **Rs 210 lakhs; @**
- (b) Satisfactorily completed (not less than 80% of contract value), as a prime contractor, at least **one similar Printing work contract (IEC and Training Materials)** of value not less than **Rs 20 lakhs @**.
- (c) Deleted
- (d) Deleted
- (e) Deleted

*@Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year based on rupee value to bring them to 2014-15 price level.*

4.5 (B.) **Each bidder should further demonstrate:**

- (a) availability (either owned or leased ) appropriate printing and binding equipment:



- (b) availability for this work of a Manager with not less than five years experience in printing of similar works and other key personnel with adequate experience as required; and
- (c) liquid assets and/or credit facilities of not less than **Rs 30 lakhs** for this contract (credit lines/letter of credit/Solvency certificates from Banks, etc.,

**4.5 (C) To qualify for the work of contracts made up of this and other contracts for which bids are invited in the IFB. The bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**

- 4.6** Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 4.7** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under.

$$\text{Assessed Available Bid capacity} = (A \times N \times 2.5 - B)$$

Where:

A = Maximum value of Printing works executed in any one year during the last five years (updated to 2014-15 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (One month)

B = Value, at **2014-15** price level, of existing commitments and on-going works to be completed during the next **one month**.

*Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Officer in charge.*

- 4.8** Even though the bidders meet the above qualifying 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 bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**5. One Bid per Bidder**

- 5.1** Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

- 6.1** The bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible and liable for those costs.

**7. Site Visit**

- 7.1** Deleted

**B. Bidding Documents**

**8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

	Invitation for Bids
Section 1	Instruction to Bidders
2	Forms of Bid and Qualification Information
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings
7	Bill of Quantities
8	Forms of Securities.

8.2 The bid document is available online on the website <http://eproc.karnataka.gov.in>. The bid document can be **downloaded free of cost**.

## 9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre-bid meeting. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the other bidders without identifying the source of request for clarification.

### 9.2 Pre - bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of the Mission Director, KSRLPS on 09.01.2015 @ 15.00hrs.

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

9.2.3 The bidder is requested to submit any questions online through the e-procurement portal, not later than day of pre-bid meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the website <http://eproc.karnataka.gov.in> for the information of the other bidders without identifying the source of questions raised. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the authority inviting the bid exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 10. Amendment of Bidding Documents.

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing Addendum/Corrigendum "The Addendum/Corrigendum will appear on the web page of the website <http://eproc.karnataka.gov.in/> and effort would be made to send email communication will be sent to all registered bidders. However the bidders are requested to frequently visit the web site for any publication of addendum/corrigendum and other communication..

10.2 Any Addendum/Corrigendum thus issued shall be part of the bidding documents and notified as Addendum/Corrigendum in the e-procurement portal, which shall be binding to all prospective bidders.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below. This shall be notified in the e-procurement portal.

## C. Preparation of Bids

### 11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

### 12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following: the scanned copies of which shall be uploaded on the e-procurement platform.

- (a) The Bid (in the format indicated in Section 2).
- (b) Bid processing and Bid Security deposit details in accordance with ITB Clause in the form as given in Section 2;
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;

and any other information and documents required to be completed and submitted by bidders in accordance with these instructions. (ITB Clause 4.3. and ITB 12.2 (b &c) The documents listed under Sections 2,4 and 7 of Sub-Clause 8.1 shall be completed and uploaded.

12.2 The documents and details mentioned in clause 12.1 above shall be submitted online on website <https://eproc.karnataka.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered online in the prescribed formats:
  - i) Contractor's Bid Form, as per format given in Section.2
  - ii) The entry of rates for individual items of work shall be made by the bidder online.
- (b) Scanned copies of the following documents shall be uploaded on the website <https://eproc.karnataka.gov.in>.
  - i) Copy of PAN Card issued by Income Tax Authorities (Clause 4.5 B. (d) of ITB);
  - ii) Liquid assets and/or availability of credit facilities of not less than 30 Lakhs in the format given in Section 2;
  - iii) Annual Turnover Certificate from Chartered Accountant for last five financial years forms for each financial year. (Clause 4.5 A. (a) of ITB);
  - iv) Affidavit regarding correctness of certificates;
  - v) Any other documents as specified by the State in the Bid Data Sheet.
- (c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or possessed on hire should be uploaded after converting them to PDF.
  - i) Similar nature of works executed and payments received (Clause 4.5 A. (b) of ITB)
  - ii) Works in hand (Clause 4.7 of ITB)
  - iii) Machineries owned/ (Clause 4.5 B. (a) of ITB)
  - iv) Manager and other key staff (Clause 4.5 B (b) of ITB)
  - v) Any other documents as specified in Section 1 & 2 of bid documents

Only the original affidavit regarding correctness of information furnished shall be produced or delivered by post/courier to **Mission Director KSRLPS** within 3 days after the last date of submission (23.01.2015 at 17.30.hrs) which shall be verified and retained by the Bid Inviting Authority. The Bid Inviting Authority shall not be held liable for any delays in the receipt of the aforesaid documents. During this period the verification of the receipt of bid processing fee as well as the bid security would be completed. . The bids of

only those bidders who have produced the original affidavit regarding correctness of information for verification and those who have paid the stipulated bid processing fee and adequate bid security would be opened at the appointed time to be notified on the e-procurement portal.

- 12.3** In case of any discrepancy between the uploaded documents regarding correctness of information and the originals of these documents, the originals that are duly verified by the bid inviting authority shall prevail.

### **13. Bid Prices.**

- 13.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill Quantities submitted by the Bidder online.
- 13.2** The bidders shall make online entries to fill in rates in bill of quantities. Upon numerical entry, the amount in words would automatically appear and upon entry of rates in all the items of work, total bid price would automatically be calculated by the system and would be displayed. The items for which no rate or price is entered by the Bidder 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.
- 13.3** 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 Bid Price submitted by the Bidder.
- 13.4** The rates and prices quoted by the bidder are not subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract..
- 13.5** The Bidder shall complete the Contractor's Bid using the Form as given in Section 2. The completed Contractor's bid shall be uploaded through e-procurement portal.

### **14. Currencies of Bid and Payment**

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

### **15. Bid Validity**

- 15.1** Bids shall remain valid for a period not less than ninety days after the deadline date for bid submission ..... specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3** In the case of contracts in which the contract Price is fixed (not subject to Price adjustment), in the event that the purchaser requests and the bidder agrees to an extension of the validity period, the contract price, if the bidder is selected for award shall be the bid price corrected as follows:
- The price shall be increased by the factor of 5% per annum for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful bidder.
- 15.4** Bid evaluation will be based on the bid prices without taking into consideration the above correction.

### **16. Bid Security.**

- 16.1** The Bidders are required to pay as a part of its bid the requisite bid processing fee and bid security as given in the Table of IFB .The requisite bid processing fee and bid security has to be paid in the method as detailed in ITB Clause 16.2 here under, failing which the Bids of those Bidders who have not submitted the Bid security for the amount specified in the IFB table will be rejected by the system and Bidders would not be able to submit their bid.

16.2 The bid processing fee and the bid security as detailed in the Table of IFB shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using any of the following payment modes:

- Credit card;
- Direct debit;
- National Electronic Funds Transfer (NETF);
- Over the counter (OTC)

The OTC payment facility will be available at the designated ICICI Bank branches for making payment from the date of notification of IFB

16.3 Deleted

16.4 Deleted

16.5 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1, 16.2 and 16.3 above shall be rejected by the Employer as non-responsive.

16.6 Confirmation of the receipt of the bid processing fee and bid security in Government of Karnataka central pool account held in ICICI bank shall be verified. If an acceptable bid security is not received as indicated in Clause 16.1 above the system will not open and allow the bidder to submit his bid.

16.7 The Bid Security of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in Sub-Clause 15.1 and 15.2 above.

16.8 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.9. The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) Furnish the required Performance Security.

## **17. Alternative Proposals by Bidders**

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

## **18. Deleted**

### **D. Submission of Bids**

## **19. Bidding through E-procurement System:**

19.1 The bidders shall upload their bid through e-procurement platform. No other mode of submission is permitted. The bidding is through website <https://eproc.karnataka.gov.in> Detailed guidelines for viewing bids and submission of online bids are given on the website. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://eproc.karnataka.gov.in>. After this, the bidder can login the site through the secured login.

19.2 Bidders are requested to go through the bid documents carefully and submit the required information without exception to avoid the risk of rejection of bids.

### **Electronic Submission of Bids:**

19.2 The bidder shall submit online, the requirements under qualification criteria and Technical and Financial parts. The contents of the Post Qualification and Technical and Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

### **20. Deadline for Submission of the Bids**

- 20.1 Bids must be submitted/ uploaded by the Bidders not later than 17.30 hours on 20.01.2015. The e-procurement platform will not accept the bids after the stipulated date and time (as per the time of the e-procurement platform)
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline as extended. The amendment/notification shall be notified in the e-procurement platform.

### **21. Late Bids**

- 21.1 Bids cannot be uploaded by the bidders after the deadline for submission/uploading of bids (as per the e-procurement platform time) prescribed by the bid inviting authority.

### **22. Modification and Withdrawal of Bids**

- 22.1 In the “My Bids” Section of the e-procurement, the Bidder can view the status of their bids and decrypt bid (i.e. in cases where the Bidder has chosen to encrypt the bid using his own public key) for modification or withdrawal before the stipulate date and time for submission/uploading (20.01.2015@17.30 hrs)
- 22.2 Bidders may cancel/modify their bids on line before the deadline for submission of the bids.
- 22.3 For modification of bids, the bidder need not make any additional payment towards the cost of bidding process. For bid modification and consequent re-submission, the bidder is required to cancel his bid submitted earlier (only the financial bid is cancelled All the uploaded documents would be there.). The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modifications/withdrawal by other means will not be accepted. In on line system of bid submission, the modifications/cancellations is allowed any number of times. The bidders may cancel its bid by clicking on the cancel button in the MY Bids Section before the deadline for submission of bids, however if the bid is cancelled and not resubmitted within the stipulated time on the last date of submission of bids (17.30hrs), it would be deemed to be withdrawn.
- 22.4 No bid may be modified/ cancelled on line after the deadline for submission of bids.
- 22.5 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15 above or as extended pursuant to Clause 15.2 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of bid security pursuant to Clause 16.9.
- 22.6 As per the system design, in case a bidder wishes to modify his bid before due date and after submission of bid, then he is required to withdraw his bid first. In order to provide a quick reference to his / her commercial bid entered by the bidder in the e-Procurement system, a provision has been made available in the e-Procurement system wherein the bidder can retain a copy of the commercial bid in his / her local machine prior to his submission of the bid. The values as available in the copy of the commercial bid can subsequently be copied into the commercial bid screen which then is made available to the bidder on withdrawal of his / her bid prior to last date and time of bid submission.”
- 22.7 No bid may be modified after the deadline for submission of Bids.

- 22.8 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the Bid security pursuant to Clause 16.

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

- 23.1 The Employer will open/unlock all the Bids uploaded through e-procurement platform as specified above, including modifications made pursuant to Clause 22, online at 11.00 hours on the date 27.01.2015 in the presence of the bidders representatives who choose to at the stipulated place as notified in the procurement portal. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day. The bidders can also view the bids after the opening of bids. The bidder's representatives who are present shall produce authorization letter and shall sign evidencing their attendance.
- 23.2 The Bidders' names, the sufficiency or otherwise of the bid security the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts and such other details as the bid inviting authority may consider appropriate will be announced at the opening. No bids shall be rejected at the bid opening.
- 23.3 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 23.2 of ITB and upload the same on the procurement portal for information of the bidders.

### **24. Process to be Confidential**

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

### **25. Clarification of Bids**

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, 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 Bid 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 Bids in accordance with Clause 27.
- 25.2 Subject to sub - clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bidding opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

### **26. Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding 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 Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**26.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**27. Correction of errors. Deleted**

**28. Preference for domestic bidders. Deleted**

**29. Evaluation and Comparison of Bids**

**29.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

**29.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making appropriate adjustments for any other acceptable variations, deviations; and
- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub - Clause 22.5.

**29.3** 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 Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

**29.4** The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**29.5** Deleted

**30. Deleted**

## **F. Award of Contract**

**31. Award Criteria**

**31.1** Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

**31.2** If pursuant to clause 12.2 this contract is being let on a "slice and package" basis, the lowest evaluated bid price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.

**32. Employer's Right to Accept any Bid and to Reject any or all Bids**

**32.1** Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.



### **33. Notification of Award and Signing of Agreement**

- 33.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the “ Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the Contract Price”).
- 33.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **34. Performance Security**

- 34.1** Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price:

- a bank guarantee in the form given in Section 8; or
- Certified cheque / Bank draft, or acceptable National Saving Instruments in favour of the Mission Director, KSRLPS payable at Bangalore

**34.2** Deleted

- 34.3** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

### **35. Advance Payment and Security**

**35.1** Deleted

### **36. Adjudicator**

**36.1** Deleted

### **37. Corrupt or Fraudulent Practices**

- 37.1** The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is 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;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice” is 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;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 37.1 (e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with prevailing Bank’s sanction procedures, including by publicly declaring such firms or individuals ineligible, either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract and (ii) to be a nominated<sup>1</sup> sub-contractor, consultant, manufacturer or supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract.
- (e) In further pursuance of this policy, Bidders shall permit the Bank to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank; and

**37.2** Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.2 of the General Conditions of Contract.

---

<sup>1</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

**SECTION 2: FORMS OF BID, QUALIFICATION INFORMATION AND  
LETTER OF ACCEPTANCE**

**Table of Forms:**

- **CONTRACTOR'S BID**
- **BID SECURITY FORM**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

**Contractor's Bid**

**Description of the Works:** : Printing of Books, Posters and Brochures (IEC and Training Materials)

To : The Mission Director, Karnataka State Rural Livelihoods Promotion Society (KSRLPS)  
Address : Abhya Complex, No.55, Fourth Floor, Risaldar Street, Sheshadripuram, Bengaluru-560020

**GENTLEMEN.**

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of \_\_\_\_\_ [in figures]  
( \_\_\_\_\_ ) [in letters].

This Bid 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 Bid 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"

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or gratuity</u>
_____	_____	_____
_____	_____	_____

(if none, state "none")

\_\_\_\_\_

- 1 To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

***Note: This Form is to be completed and uploaded by the Bidder in the e-procurement portal.***

**BID SECURITY FORM**

From: (Bidder)

.....  
.....  
.....

To:

The Mission Director, KSRLPS

No.55, Abhya Complex, Fourth Floor, Risaldar Street

Sheshadripuram, Bangalore 560020

Sir:

1. We have deposited Bid security of Rs..... (Rupees..... only) through:
  - (i) - Credit card;
  - (ii) - Direct debit;
  - (iii) - National Electronic Funds Transfer (NETF);
  - (iv) - Over the counter (OTC) at Branch ..... of ICICI Bank
  
2. We agree that the bid security deposited by us as detailed above may be forfeited by the Employer if we:
  - (a) Withdraw our bid during the period of validity specified in the bidding document;
  - (b) Do not sign the Agreement within the specified time limit in case we are successful and letter of acceptance has been communicated;
  - (c) Do not furnish the required Performance Security deposit as required in Clause 34 of ITB

.....  
(Signature and Name of Bidder)

Date:

***Note: This Form is to be completed and uploaded by the Bidder in the e-procurement portal.***

### Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

#### 1. For Individual Bidders

##### 1.1 Constitution or legal status of Bidder *[Attach copy]*

Place of registration:

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid  
*[Attach]*

*Year (Amount in Rs.....)*

##### 1.2 Total value of Printing works performed in the last five years ( in rupees Lakhs )<sup>2</sup>

2009-10  
2010-11  
2011-12  
2012-13  
2013-14

##### 1.3.1 Printing Work performed as prime contractor (in the same name) on Printing works of a similar nature over the last five years . i.e.2009-10 to 2013-14<sup>3</sup>

---

<u>Project Name</u>	<u>Name of employer*</u>	<u>Description of work</u>	<u>Contract No</u>	<u>Value of Contract (Rs Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion *</u>	<u>Remarks explaining reasons for delay and work completed</u>
---------------------	--------------------------	----------------------------	--------------------	-------------------------------------	------------------------------------	--	------------------------------------	--

##### 1.3.2 Deleted

<sup>2</sup> Attach Certificate from the Chartered Accountant.

<sup>3</sup> Attach certificates from the Employers,

1.4 Information on Bid Capacity (Printing works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going Printing 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)
<hr/>							
<hr/>							

(B) Printing Works for which bids already submitted:

Description of Work	Place & State	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)
<hr/>					
<hr/>					

\* *Attach certificate(s) from the Employer/Officer in Charge*

1.5 Deleted

1.6 Qualification and experience of key personnel proposed for administration and execution of the Contract.

Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Manager				
<hr/>				

1.7 Deleted



- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11 Information on litigation history in which the Bidder is involved.

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<u>Other party (ies)</u>	<u>Employer</u>	<u>Cause of dispute</u>	<u>Amount involved</u>	<u>Remarks showing present status</u>
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1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

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1.13 Deleted

2. Joint Ventures - Deleted

3. Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

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**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

**CLAUSE 4.5[B] [c] OF ITB**

**BANK CERTIFICATE**

This is to certify that M/s \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely .....[funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

-Sd/-

Name of Bank

Senior Bank Manager

Address of the bank

---

***Note: All the qualification information in the prescribed format are to be fully completed and uploaded in the e-procurement portal. Non-submission and/or partial submission of qualification information may harm the interests of the Bidder.***

**Letter of Acceptance**  
(letter head paper of the Employer)

\_\_\_\_\_ [date]

To \_\_\_\_\_ [name and address of  
the Contractor]

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the work namely Printing of Books, Posters and Brochures (IEC and Training Materials) [name of the contract and identification number, as given in the Instructions to Bidders] for the contract price of Rupees \_\_\_\_\_ ( \_\_\_\_\_ ) [amount in words and figures], as corrected and modified in accordance with the instructions to Bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount of Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability Period i.e. upto .....and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Mission Director, KSRLPS

\_\_\_\_\_

- 1 Delete “corrected and” or “and modified” if only one of these actions applies. Delete “as corrected and modified in accordance with the Instructions to Bidders” if corrections or modifications have not been effected.

***Note: This Form is for the information of the Bidder. It is not to be completed and uploaded.***

**Issue of Notice to proceed with the work**  
**(letterhead of the Employer)**

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract for the work of Printing of Books, Posters and Brochures @ a Bid Price of Rs.

\_\_\_\_\_ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Mission Director, KSRLPS)

**Agreement Form**

Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_ [name and address of Employer]

(hereinafter called “the Employer”) 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 Bid  
by the Contractor for the execution and completion of such Works and the remedying of any defects therein,  
at a cost of Rs. ....

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 Bid;
  - iv) Contract Data;
  - v) General Conditions of contract and special conditions of contract ;
  - vi) Specifications;
  - vii) Drawings;
  - viii) Bill of Quantities; and
  - ix) Any other document listed in the Contract Data as forming part of the contract.

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 \_\_\_\_\_

***Note: This Format is for the information of the Bidder. It is not to be completed and uploaded.***

### **SECTION 3: CONDITIONS OF CONTRACT**

## Conditions of Contract

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## I General 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. Capital initials are used to identify defined terms.

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

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

The **Contractor** is a person or corporate body whose Bid to carry out the works has been accepted by the employer

The **Contractor's Bid** is the completed Bidding 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.

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 Engineer by issuing an extension of time.

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

**Specification** means the Specification of the Printing 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.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to print 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 Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3** 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 Bid
  - (4) Contract Data
  - (5) General Conditions of Contract and special conditions of contract.
  - (6) Specifications
  - (7) Drawings
  - (8) Bill of Quantities and
  - (9) any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

- 3.1** The language of the Contract and the law governing the Contract are stated in the Contract Data.

### **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** Deleted

### **9. Personnel**

**9.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Employer. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule

**9.2** Deleted.

## **10. Employer's and Contractor's Risks**

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

## **11. Employer's Risks**

**11.1** The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **12. Contractor's Risks**

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

## **13. Insurance**

**13.1** The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Printed materials;

(b) personal injury or death.

**13.2** Policies and certificates for insurance shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable required to rectify the loss or damage incurred.

**13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment 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 Engineer.

**13.5** Both parties shall comply with any conditions of the insurance policies.

## **14. Site Investigation Reports**

**14.1** Deleted.

## **15. Queries about the Contract Data**

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

## **16. Contractor to Complete the Works**

16.1 The Contractor shall complete the Printing 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 draft of the Printed material and obtain approval of the Employer before commencement of the printing work.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities involved in the Printing work.

**20. Discoveries**

20.1 Deleted

**21. Possession of the Site**

21.1 The Employer will hand over all the manuscripts before the start date as given in the Contract Data.

21.2 Deleted

**22. Access to the Site**

22.1 Deleted

**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.

23.2 The Contractor shall permit the bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.

**24. Disputes**

24.1 If the Contractor believes that a decision taken by the Employer was either outside the authority given to the Employer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Arbitration.

**25. Procedure for Disputes**

25.1 Deleted

25.2 Deleted.

25.3 Deleted

25.4 Deleted

25.5 Either party may refer a decision of the Employer to an Arbitrator within 30 days of the Employer's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Employer's decision will be final and binding.

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

25.7 Deleted

**26. Duration of appointment / Replacement of Adjudicator: Deleted**

**B. Time Control**

**27. Program**

- 27.1 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 along with monthly cash flow forecast.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Employer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4 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.

**28. Extension of the Intended Completion Date**

- 28.1 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 without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2 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. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**29. Acceleration (Deleted)**

**30. Delays Ordered by the Employer**

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

**31. Management Meetings**

- 31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Employer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 all who attended the meeting.

**32. Early Warning**

- 32.1 The Contractor is to warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 32.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer

### **C. Quality Control**

#### **33. Identifying Defects**

- 33.1 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 test any work that the Employer considers may have a Defect.

#### **34. Tests**

- 34.1 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.

#### **35. Correction of Defects**

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

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

#### **36. Uncorrected Defects**

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

### **D. Cost Control**

#### **37. Bill of Quantities**

- 37.1 The Bill of Quantities shall contain items for the printing work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

#### **38. Changes in the Quantities**

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Employer shall adjust the rate to allow for the change.
- 38.2 The Employer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.
- 38.3 If requested by the Employer, the Contractor shall provide the Employer with a detailed cost breakdown of any rate in the Bill of Quantities.

#### **39. Variations**

- 39.1 All Variations shall be included in updated Programs produced by the Contractor.

#### **40. Payments for Variations**

- 40.1 The Contractor shall provide the Employer with a quotation for carrying out the Variation when requested to do so by the Employer. The Employer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Employer and before the Variation is ordered.

**40.2** If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Employer, the quantity of work above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**40.3** If the Contractor's quotation is 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.

**40.4** 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.

**40.5** The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

#### **41. Cash flow forecasts**

**41.1** When the Program is updated, the contractor is to provide the Employer with an updated cash flow forecast.

#### **42. Payment Certificates**

**42.1** The Contractor shall submit to the Employer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

**42.2** Deleted

**42.3** The value of work executed shall be determined by the Employer.

**42.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

**42.5** The value of work executed shall include the valuation of Variations and Compensation Events.

**42.6** The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **43. Payments**

**43.1** Payments shall be adjusted for deductions in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 28 days of the date of invoice.. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at 8% per annum.

**43.2** If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

**43.3** 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.

#### **44. Compensation Events**

**44.1** The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give the manuscripts by the date stated in the contract data.
- (b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (e) The effect on the Contractor of any of the Employer's Risks.
- (f) The Employer unreasonably delays issuing a Certificate of Completion.
- (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

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

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

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

**45. Tax**

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

**46. Currencies**

**46.1** All payments shall be made in Indian Rupees.

**47. Price Adjustments : Deleted**

**48. Retention: Deleted**

**49. Liquidated Damages**

**49.1** The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**49.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

**50. Bonus (Deleted)**



**51. Advance Payment: Deleted.**

**52. Securities: Deleted**

**52.1** The Performance Security 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 by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period.

**53. Day works (Deleted)**

**54. Cost of Repairs**

**54.1** 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**

**55. Completion**

**55.1** 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.

**56. Taking Over: Deleted**

**57. Final Account**

**57.1** 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 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 15 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 issue a payment certificate, within 15 days of receiving the Contractor's revised account.

**58. Operating and Maintenance Manuals: Deleted**

**59. Termination**

**59.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

**59.2** Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
- (b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 14 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment of invoice is not made within 30 days;
- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

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

**59.3** When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

**59.4** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**59.5** If the Contract is terminated the Contractor shall stop work immediately.

## **60. Payment upon Termination**

**60.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, 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.

**60.2** If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Employer shall issue a certificate for the value of the work done, 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.

## **61. Property: Deleted**

## **62. Release from Performance**

**62.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall 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.

## **63. Suspension of World Bank Loan or Credit**

**63.1** In the event that the World Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the World Bank’s suspension notice.
- (b) If the Contractor has not received sums due to it upon the expiration of the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

#### **64. Corrupt or Fraudulent Practices:**

**64.1** If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 59 shall apply.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9 [Personnel].

For the purposes of this Sub-Clause:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is 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;
- (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) "Coercive practice" is 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;
- (v) "Obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 23.2 [Inspections and Audits by the Bank]."

## **II. 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 Engineer 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 Work and such information respecting Contractor's Equipment as the Engineer may require.

### **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made thereunder, 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. Salient features of some of the major labour laws that are applicable to construction industry are given below. 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 thereunder, 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, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. 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 in no case shall be treated as the employees of the Employer at any point of time.

**.3. The samples of the IEC and Training Materials 3 numbers of covers and inner pages (4 pages) designs posters and brochures that will be used for printing of books as well as the specimen of paper and other materials will have to be submitted to the Employer and approval obtained before starting the actual printing work.**

4. **ARBITRATION (GCC Clause 25.6)**

The procedure for arbitration will be as follows:

- 25.6** (a) In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator appointed by agreement between the Parties, failing such agreement, the appointment shall be made by the President of the Institution of Engineers (India)., Bangalore Chapter.
- (b) Arbitration proceedings shall be held at Bangalore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the sole Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (d) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **SECTION 4 : CONTRACT DATA**



The language of the Contract documents is English [3]  
The law which applies to the Contract is the law of India [3]  
The currency of the Contract is Indian Rupees. [46]

The liquidated damages for the whole of the works is Rs 10,000/- (Rupees Ten thousand) per day [49]

The maximum amount of liquidated damages for the whole of the works is Ten percent (10%) of final contract price. [49]

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [52]

Performance Security for 5 per cent of contract value plus additional security in terms of ITB Clause [29.5].

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The following events shall also be fundamental breach of contract: [59.2]

1. The Contractor has contravened Sub-clause 7.1 and Clause 9.0 of GCC

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent [60].

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## **SECTION 5: TECHNICAL SPECIFICATIONS**

- 1. The specifications for the books, posters and Brochures are given in the Bill of Quantities;**
- 2. The samples of the paper, boards and other materials should be got approved by the Employer before starting the actual printing work**

## **SECTION 6: DRAWINGS**

**To be attached.**

## **SECTION 7: BILL OF QUANTITIES**

## Bill of Quantities

Sl.No.	Description of Item	Quantity	Unit	Rate (Rs)		Amount(Rs) Col3xCol5 or Col6
				In figures	In words	
1	2	3	4	5	6	7
1	<b>SHG Module 1</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21 (Width) cms (d)Each book of 20 pages	500	Each book			
2	<b>SHG Module 2</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21 (Width) cms (d) Each book of 20 pages	500	Each book			
3	<b>SHG Module 3 (Includes SHG book keeper)</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21 (Width) cms (d)Each book of 30 pages	500	Each book			
4	<b>MIP Module 1</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21 (Width) cms (d)Each book of 25 pages	500	Each book			
5	<b>MIP Module 2</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21 (Width) cms (d)Each book of 25 pages	500	Each book			
6	<b>Federation Module:</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; (c) Size 30(Height) x21	500	Each book			

	(Width) cms (d)Each book of 60 pages					
7	<b>CRP Module</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; © Size 30(Height) x21 (Width) cms Each book of 50 pages	500	Each book			
8	<b>Master Book Keeper Module:</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; © Size 30(Height) x21 (Width) cms (d)Each book of 30 pages	500	Each book			
9	<b>Resource Person Module:</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; © Size 30(Height) x21 (Width) cms (d)Each book of 50 pages	300	Each book			
10	<b>Community Operation Mnaual:</b> (a) Cover pages: Multi colour in 300 GSM art board with <b>Glass lamination</b> ; (b)Inner pages: White and black in 80 GSM <b>Map litho Paper</b> ; © Size 30(Height) x21 (Width) cms (d)Each book of 50 pages	1000	Each book			
11	<b>Posters with rimming Top &amp;Bottom</b> Size: 30'(H) x20' (W); in Cms Paper chrome Art Paper GSM: 170 Colour: Multi Colour	32,000	Each poster			
12	<b>Brochures open size (3 Fold)</b> Size 8.5 (H)x 21 (W) in Cms Paper Art Paper; GSM: 170 Colour: Multi colour <b>03 Fold</b>	1,00,000	Each Brochure			
13	<b>Pull up standies</b> Size 3(W)x6 (H) in Feet Aluminium <b>star flex</b> printing	200				
14	<b>RGCY Book</b> (a) Cover pages: Multi	90000				

colour in 300 GSM art board with <b>Glass lamination</b> ; (b) Inner pages: Single colour in 80 GSM <b>Map litho Paper</b> ; © Size 30(Height) x21 (Width) cms (d) Each book of 50 pages						
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<b>Total Bid Price (in figures):</b>
<b>(in words)</b>

**Note:**

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the **Bill of Quantities** (refer: ITB Clause 13.2 and GCC Clause 43.3).

(2) Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].

(3) Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a) ]

4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1 (b)].

**(5) The Bidders before quoting their price for the above items must see the design of the Flex and Flip Book in the office of the State Mission Director, SMMU, KSRLPS on any working day during the working hours (10 am to 5 pm). Contact Person: Sri. Venkatesh G- Farm Livelihood Manager, KSRLPS. Mobile: 9986646054**

*Note: To be completed and uploaded by the Bidder.*

## SECTION 8: FORMS OF SECURITIES

### Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security Form at this time. Only the successful Bidder will be required to provide Performance Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

<b>Annex A:</b>	Deleted
<b>Annex B:</b>	Performance Bank Guarantee
<b>Annex C:</b>	Deleted
<b>Annex D:</b>	Deleted

## PERFORMANCE BANK GUARANTEE

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 \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, 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>1</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 thereunder 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 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

- 1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Note: This Form is for information of the Bidder. It is not to be completed and uploaded.**



