



Bangalore Development Authority
T. Chowdaiah Road, Kumara Park West
Bangalore – 560 020

TENDER FOR THE WORK

Of

Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru

(Through GOK e – Procurement Platform <http://eproc.karnataka.gov.in>)

Tender Reference	:	BDA/EE/TENDER/T-206/19-20 dt: 31-12-2019
Download of Tender Document form	:	04-01-2020
Last date for receipt of Pre tender quarries	:	16-01-2020 @ 15:00 hrs.
Date of Pre- bid meeting	:	18-01-2020 @ 15:30 hrs
Last Date and Time for uploading the Filled Tenders	:	28-01-2020 up to 16-00 hrs.
Time and Date of Opening of Cover One of Tenders	:	30-01-2020 @ 16-30 hrs.
Place of Opening of Cover One of Tenders	:	Office of the Executive Engineer East Division, HSR BDA Complex, Bangalore Development Authority HSR Layout, Bengaluru- 102.
Time and Date of Opening of Cover Two of Tenders Tenderers	:	Will be intimated to the Qualified
Place of Opening of Cover Two of Tenders	:	Office of the Executive Engineer East Division, HSR BDA Complex, Bangalore Development Authority HSR Layout, Bengaluru- 102. Tenderers
Address for Communication	:	Office of the Executive Engineer East Division, HSR BDA Complex, Bangalore Development Authority HSR Layout, Bengaluru- 102.

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BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

**Office of the Executive Engineer
East Division,
Bangalore Development Authority
HSR BDA complex, HSR Layout
Bengaluru-560 102.: Ph: 080-25720264**

No: EE/BDA//TENDER/T-206/2019/20

DATE :-31/12/.2019

SHORT TERM TENDER

INVITATION FOR TENDER (IFT)

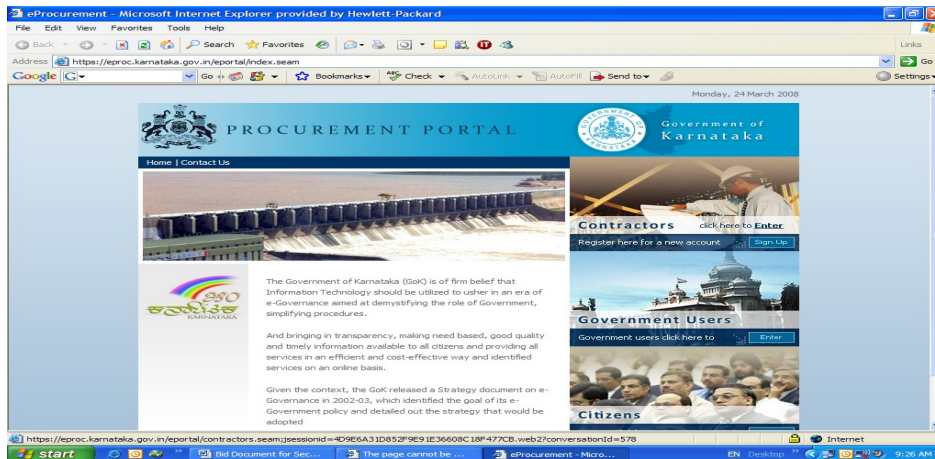
For

“Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru”

(Through GOK e – Procurement Platform <http://eproc.karnataka.gov.in>)

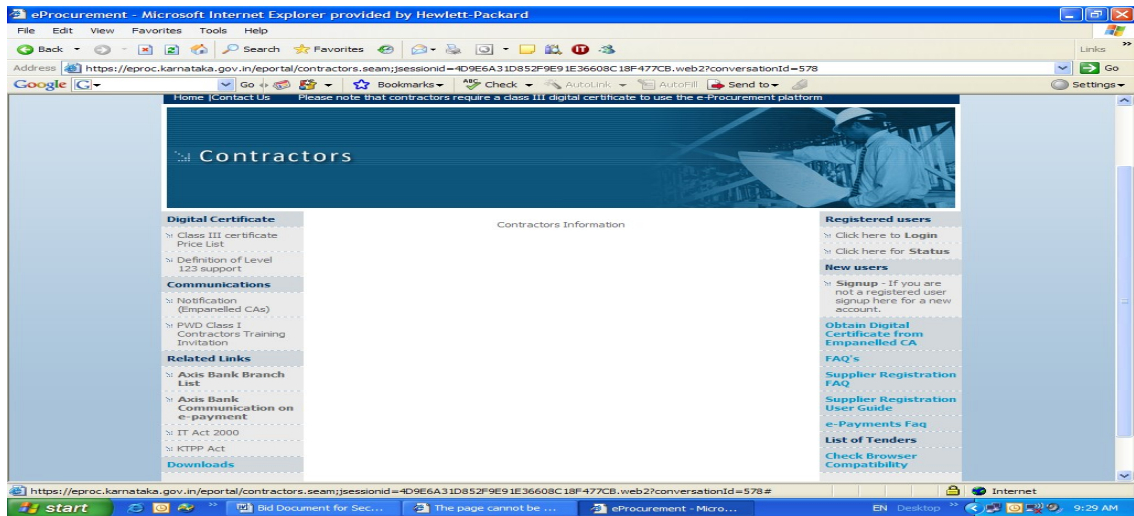
The Executive Engineer, BDA, East Division, Bangalore Development Authority HSR BDA complex, HSR Layout, Bengaluru-560 102. Invites the tender from eligible tenderers, for the works detailed in the table below. The tenderers may submit tenders for any or all the works given in the table. of Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru. *The two-cover bid submission procedure as per Rule 28 of KPPP Act shall be followed. The bidders are requested to submit their bids in two cover system including EMD and the details of their capability to undertake the tender (as detailed in ITT Clause 3 & 6) which will be opened first and the second cover containing the price tender which will be opened only, if the tenderer is found to be qualified to execute the tendered works. The tenderers are advised to note the minimum qualification criteria specified in clause-3 of the instruction to tenderers to qualify for award of the contract.*

2. Tender Document may be downloaded from the Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in under login for Contractors.



After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Notice Inviting Tender and download copy of the

Tender Document. The Tender can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Tenderers who wish to participate.



3. Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. Rs **2.45 crores** (Rupees Two Crores Forty Five Lakhs only), of which Rs. 1.00 lakh (Rupees One lakh only) shall be paid online through e – Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs. 2.44 crores (Rupees Two crores Forty Four Lakhs only) in the form of Bank Guarantee (BG) only.
4. Tenders must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. First Cover of the Tenders will be opened at the Prescribed Time and Date as mentioned in the e – Procurement Portal in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, East Division, HSR Layout BDA Complex, HSR layout, Bangalore – 560 102.
5. A pre- bid meeting will be held as per e-procurement portal at the office of the Engineering Member, BDA, Bengaluru. It is also published in the e-procurement portal to clarify the issues if any, and to answer questions of any matter that may be raised at the stage as stated in clause 8.2 of instruction to tenderers of the tender document.

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

Name of work	Approximate amount put to tender (Rs. In Crore)			EMD (Rs in Crore)	Tender Processing Fee (Nonrefundable)	Stipulated period for Completion	Category of Contractor Eligible
	Part-A Work Portion	Part-B GST	Total				
1	2	3	4	5	6	7	8
Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru.	219.54	26.34	245.89	2.45	As specified in the e-procurement portal	18Months (Excluding Monsoon)	Class-I and above

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

TABLE OF CLAUSES

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32. Notification of award and signing of Agreement
33. Security deposit
34. Advance payment and Security
35. Corrupt or Fraudulent Practices

A. General

1. Scope of Tender

- 1.1 The Bangalore Development Authority (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all

2.0 Eligible Tenderers:

- 2.1 Tenderers shall not have been defaulted OR black listed by any Central / State Government/PSU of India as on date of submitting the bids, the tenderer shall upload a self – declaration to that effect.
- 2.2 To be eligible to participate in the tender process, the tenderer may be a single business entity (“Business Entity”) ie, individual / partnership firm / company / public sector undertaking or a group of entities (the consortium), coming together to implement the works and should be registered class-I civil contractor in KPWD/CPWD having suitable technical, financial and managerial capabilities are eligible to participate. (Documentary proof shall be uploaded)

3. The Consortium should comply with the following requirements:

- 3.1 The number of members in a consortium would be limited for two (Two) and both the members should be registered Class- 1 KPWD/CPWD Civil contractor.
- 3.2 No tenderer applying individually or as a member of a consortium, as the case may be, can a member of another Consortium. The term tenderer used here in would apply to both a business Entity and a Consortium. For the purpose of this Tender document, a business Entity shall mean a partnership firm registered under the Indian Partnership Act, 1932 or a company registered in India under the companies Act, 2013/1956.
- 3.3 The tender should contain the information required for each member of Consortium.
- 3.4 Members of Consortium shall nominate one member as the lead member (the “ lead Member”). The other members of the Consortium shall be termed as “Other Member”. The nomination (s) shall be supported by a Power of Attorney which signed by all the members of the Consortium.
- 3.5 The Tender should include a brief description of the status of the Consortium members (Lead Members or Other member):
- 3.6 An individual Tenderer cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular tenderer Consortium cannot be a member of any other Tenderer Consortium applying for qualification.
- 3.7 The Lead Member shall execute the Contract EMPLOYER on behalf of the Consortium in respect of the Work if awarded to such Consortium. All the correspondence such as agreement, letter of intent, letter of award, will be issued in the name of lead member. All payments would be made to lead

member and statutory deductions would also be made in the name of lead member.

- 3.8 Members of the Consortium shall enter into a Joint Bidding Agreement (the “Jt. Bidding Agreement”). For the purpose of submitting tenders and should submit the same along with the tender. **The Jt Bidding Agreement** should be specific to the Works and should fulfil the requirements set out below, failing which the tender shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:
- (i) Convey the intent of the Lead Member to enter into a Contract with EMPLOYER, in case the Works is awarded to the Consortium and Carryout all the responsibilities as Project Developer in terms of Contract.
 - (ii) Clearly outline the proposal roles and responsibilities of each member of the Consortium at each stage and
 - (iii) Each of the partners of joint venture shall meet not less than 25% of the qualifying criteria specified below:
 - Financial turnover
 - Liquid Assets/Credit facilities
 - Similar work
 - Minimum quantities of the work
 - Equipment capabilities.
 - (iv) Include a statement to the effect that members of the Consortium shall under the contract be liable jointly and severally for implementation of the Works in accordance with the Contract.
- 3.9 In case of the Consortium, either of members shall up load the relevant documents for having executed minimum quantities with respect to technical qualifications criteria.
- 3.10 If the work is awarded to Consortium, Members of the Consortium shall be jointly and severally liable for implementation and completion of the Works for entire duration of the Contract. The Tenderer further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligation as may be contained in the Contract, and a breach here of shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract.

Note: In case of consortium/Joint Venture the qualifying requirement (Both Technical and Financial) should be met collectively by all the participating members.

- 1.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka and the tenderer who have been declared as defaulters by any of the Government agencies and not eligible to participate in this tender.

4.0 Minimum Eligibility Criteria

- a) The annual turnover from all classes of civil engineering works should be twice the annual payments i.e. **Rs 326.70 crore**, in any of the two financial years during the last five years i.e. from 2013-14 to 2017-18. Audited profit and loss account certified by a practicing Chartered Accountant along with the copy of income tax returns filed for the

years indicated above should be furnished. (The annual turnover of previous year shall be updated to year 2019-20 at 10% per annum)

- b) The Tenderer shall have Liquid Assets in the form of a Line of Credit from a Nationalized / Scheduled Bank for not less than Rs **73.767 Crore** for meeting the Finance needs of the Project.
- c) The intending bidder/JV Partners should have satisfactorily completed (not less than 90% of contract value) as a prime contractor, at least one similar nature of work comprising of De-silting / Excavation, Construction of Revetment / slope protection works, Construction of CD Works, Construction of Wetlands/turfing/ tree plantation costing not less than 80% of amount put to tender i.e. **Rs 194.74 crore** during last five years (i.e. 2013-14 to 2017-18). The work done certificate should be obtained duly signed from an officer not below the rank of Executive Engineer of the concerned division and countersigned by the superintending Engineer of the same circle (the cost of the work executed in the previous years shall be updated to 2019-20 at 10% per annum).
- d) The intending bidder/JV partner shall have:
- ❖ successfully completed the task of de-silting of lake bed, nala's, drains, excavation of soil & formation of embankment for a quantity of not less than **25,00,000 Cum** in cumulative work done in any one year during the last 5 years (i.e. from 2013-14 to 2017-18).The necessary work done certificate issued by an officer not below the rank of Executive Engineer should be uploaded.
 - ❖ successfully completed the task of laying of Reinforced Cement Concrete/Plain Cement Concrete for a quantity of not less than **7,400 Cum** in cumulative work done in any one year during the last 5 years (i.e. from 2013-14 to 2017-18).The necessary work done certificate issued by an officer not below the rank of Executive Engineer should be uploaded.
 - ❖ Successfully utilized TMT steel reinforcement of **100.00 MT** in cumulative work done in any one year during the last 5 years (i.e. from 2013-14 to 2017-18).The necessary work done certificate issued by an officer not below the rank of Executive Engineer should be uploaded.
 - ❖ The intending Bidder should have successfully completed the task of construction of Stone Pitching / Revetment, Size stone Masonry Work, Rubble Stone Masonry Work, Rock toe & Rock fill bund for a quantity of not less than **50,000 sq-m** in cumulative work done in any one year during the last 5 years (i.e. from 2013-14 to 2017-18).The necessary work done certificate issued by an officer not below the rank of Executive Engineer should be uploaded.
 - ❖ successfully completed the task of construction of wetlands, Laying Hariyala or other approved quality turfing sods, planting trees & creating landscaping for a quantity of not less than **80,000 sq-m** in cumulative work done in any one year during the last 5 years (i.e. from 2013-14 to 2017-18).The necessary work done certificate issued by an officer not below the rank of Executive Engineer should be uploaded.
- e) Each Tenderer should further demonstrate :
- Availability by owning / hiring the following key and critical equipment for this work in each type of equipment:
- i. Availability by owning at least 50% of the required / specified key and critical equipment for this work and
 - ii. The remaining 50% permitted to deploy on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.) for availability for this work are furnished.
- f) Availability by either owning or on lease/hire basis of each of the following key and critical equipment for this work - provide the relevant documents (Commitment, Agreement, etc) for availability for this work are to be furnished at-least by owning 50%

of equipments.

SL.No.	Equipment	No.
1	Excavator	10
2	Dozer	4
3	Vibratory Roller.	4
4	Tippers	50
5	Water tankers.	6

Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

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

Where

A – Minimum value of civil engineering works executed in any one year during the last five years (updated to 2019-2020 Price Level) taking into account the completed as well as Works in progress.

N- Number of years prescribed for Completion of the works for which Tenders are invited

B- Value, at 2019-2020 Price Level, of Existing Commitments.

Note: The statements showing the value of Existing Commitments and ongoing Works as well as the Stipulated Period of Completion remaining for each of the works Listed should be countersigned by the Employer in charge, not below the Rank of an Executive Engineer or equivalent. Further an affidavit by the tenderer in support if his claim shall be furnished.

- In case of consortium/Joint Venture the qualifying requirement (Both Technical and Financial) should be met collectively by all the participating members
- Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have
 - Made misleading or false representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or.
 - Record of poor performance such as abandoning the Works, not properly completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures etc.; or declared as defaulter by any Government agencies are not eligible to participate in this tender.
 - Participated in the previous Tenders of BDA projects and had quoted unreasonably High Tender Prices and could not furnish rational justification.
 - The Conditional Tender will be rejected.
 - For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as

mentioned above, their Financial Bids will not be opened.

- The Successful Tenderer shall enter into the Agreement with the BDA within 20 Days of Receipt of Intimation. The Tender Document will form the Part and Parcel of the Agreement.
- The BDA reserves the right to reject any or all of the bids without thereby incurring any Liability or Obligation to inform the Tenderers of the Reasons for such action.

5. **Litigation History:**

The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant may result in failure of the application.

6. **One Tender per Tenderer**

6.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

7. **Cost of Tendering**

7.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

8. **Site Visit**

8.1 The Tenderer at his own Responsibility and Risk is encouraged to Visit and Examine the Site of Works and its Surroundings and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

9. **Calendar of Events**

- Last Date for Receipt of Pre-bid Tender Queries 16.01.2020 up to 15-00 hrs
- Date of Pre-bid tender meeting 18.01.2020 at 15-30 hrs
- Last date for uploading the filled tender document is (Submission of Tender 28.01.2020 up to 16-00 hrs.
- Date of opening of Technical bid 30.01.2020 at 16-30 hrs
- Date of opening of Financial bid After approval of technical Bids through e – Procurement. Will be intimated.

Interested Eligible Tenderers may obtain further information at the office of the **Executive Engineer, East Division, Bengaluru Development Authority, BDA Complex, HSR Layout, Bengaluru-560102**, Mobile: +91-7349524895 on any Working Day during Working Hours. The Tender will remain valid for a period of 90 Days after the Deadline Date for Tender Submission.

- The Work shall be commenced with all Men and Machinery within 7 Days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the Risk and Cost of the Former Tenderer. All the Participants shall produce all the Original Documents for Verification at the time of opening of technical bid.

Sd/-
Executive Engineer
East Division,
Bengaluru Development
Authority, HSR BDA
Complex HSR Layout,
Bengaluru-560102

B. Tender Documents

10. Content of Tender Documents

- 10.1 The Set of Tender Documents shall have all the Sections given in Page 2.
- 10.2 Both the Sets should be completed and uploaded in the Website www.eproc.karnataka.gov.in.

11. Clarification of Tender Documents

- 11.1 A Prospective tenderer requiring any clarification of the Tender Documents may notify the Employer in Writing at the Employer's Address as indicated in the Invitation for Tenders (IFT). The Employer will respond to any Request for Clarification, which he receives earlier than 7 days prior to the Deadline for Submission of Tenders.

12. Pre Tender Meeting

- 12.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of **The Member Engineer, Bengaluru Development Authority, Bengaluru-560020** on 18.01.2020 at 15.30 hrs.
- 12.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.
- 12.3 The Tenderer is requested to submit any Questions in Writing or by Cable to reach the Employer not later than date mentioned in the calendar events. i.e. 16.01.2020 at 15.00 hrs
- 12.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses will be uploaded in the e-portal as on addendum. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting.
- 12.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

13. Amendment of Tender Documents

- 13.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addendum
- 13.2 Any Addendum thus issued shall be part of the Tender Documents and shall be communicated in Writing or by Cable to all the Purchasers of the Tender Documents.
- 13.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

14. Documents Comprising the Tender

14.1 The Tender submitted by the Tenderer shall be in Two Covers and shall contain the Documents as follows.

14.1.1 First Cover–Technical Bid

- (a) Earnest Money Deposit; on line payment through e-Procurement platform.
- (b) Qualification Information as per formats given in Section 3 and to comply the task created in the e-Procurement Portal under General terms Conditions and Technical parameters and Documents required from Tenderer.
- (c) The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of the IFT for this particular work. The Earnest Money Deposit shall be in Bank Guarantee in the prescribed format obtained from any Nationalised / Scheduled bank. The part (2) of the EMD shall be delivered to the Executive Engineer before the prescribed date and time of opening of the technical Bids.

14.1.2 Second Cover–Financial Bid

- (a) The Tender (in the Format indicated in Section 4).
- (b) Priced Financial Bid (Section 9);
and any other Materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents Listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

15. Tender Prices

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

15.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

15.3 All duties, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

15.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

16. Tender Validity

16.1 Tenders shall remain valid for a period not less than ninety (90) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive.

16.2 In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in Writing or by Cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

17. Earnest Money Deposit

17.1 Tenders must be accompanied by Earnest Money Deposit (EMD) of **Rs.2.45 Crores (Rupees Two Crores Forty Five Lakhs only)**, of which Rs.1.00 lakh (Rupees One lakh only) shall be paid online through e – Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of **Rs.2.44 Crores (Rupees Two Crores Forty Four Lakhs only)** in the form of Bank Guarantee (BG) only. Scanned copy of the bank Guarantee shall be attached with technical bid e-procuremental portal, failing which bid will not be opened. The original Bank Guarantee shall be submitted to the office of The **Executive Engineer, East Division, Bengaluru Development Authority, BDA Complex, HSR Layout, Bengaluru-560102**. On or before opening of the technical bid, failing which tender will be summarily rejected and will not be considered for bid evaluation. Format for BG is attached below. Form C.

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

NEFT Payment Procédure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e –Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account –to –Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e–Procurement System as part of its Bid

also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e-procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e-Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

- 17.2 The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses in the Government of Karnataka's Central Pooling Account held at Axis Bank.
- 17.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses above shall be rejected by the Employer as Non Responsive.
- 17.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 13.1.
- 17.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only after Entering into the Agreement.
- 17.6 The Earnest Money Deposit may be forfeited
 - (a) If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - (b) If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
 - (c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Security Deposit.

18. Format and Signing of Tender

- 18.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.
- 18.2 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer that are duly incorporated.
- 18.3 Signing of Tender is deemed as signed in e-Procurement System.

D. Submission of Tenders

19. Sealing and Marking of Tenders

- 19.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e –Procurement itself (www.eproc.karnataka.gov.in). The Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e –Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence.
- 19.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

20. Deadline for Submission of the Tenders

- 20.1 Tenders must be received by the Employer at the Website Address specified above no later than date mentioned in the calendar of events.
- 20.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

21. Late Tenders

- 21.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

22. Modification and Withdrawal of Tenders

- 22.1 Tenderers may modify Contents of First or Second Covers separately for each Cover before the Deadline prescribed in Clause 16.
- 22.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.
- 22.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.
- 22.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.
- 22.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender Opening and Evaluation

23. Opening of First Cover of all Tenders and Evaluation to determine Qualified Tenderers

- 23.1 The Employer will open the First Covers of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at Office of **Executive Engineer, East Division, Bengaluru Development Authority, BDA Complex, HSR Layout, Bengaluru-560102**. On 28.01.2020 at 16.30 hrs. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.
- 23.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening. Late and Withdrawn Tenders will be returned Unopened to the Tenderers.
- 23.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.
- 23.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

24. Opening of Second Cover of Qualified Tenderers and Evaluation

- 24.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Second Cover containing the Priced Financial Bid. The Employer will open the Second Covers of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Second Cover opening being declared a Holiday for the Employer, the Second Covers will be opened at the Appointed Time and Location on the Next Working Day.
- 24.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.
- 24.3 The Employer shall prepare Minutes of the Second Cover Tender Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

25. Process to be Confidential

- 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

26. Clarification of Tenders

- 26.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in Writing or by Cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 26.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.
- 26.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

27. Examination of Tenders and Determination of Responsiveness

- 27.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender is substantially Responsive to the Requirements of the Tender Documents.
- 27.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any Substantial Way the Scope, Quality or Performance of the Works; (b) which limits in any Substantial Way, inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect Unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.
- 27.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer, and may not subsequently be made responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

28. Correction of Errors

- 28.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.
- (a) Where there is a Discrepancy between the Rates in Figures and in Words, the lower of the two will govern; and
- 28.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above Procedure for the Correction of Errors and, with the Concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

29. Evaluation and Comparison of Tenders

- 29.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause 27.
- 29.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any Correction for Errors pursuant to Clause 28 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 Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.
- 29.4 Deleted.
- 29.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Financial Bid, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 33 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.
- 29.6 The Bidder quoting the lowest sum shall be considered for the award of work following due process.

F. Award of Contract

30. Award Criteria

- 30.1 Subject to Clause 31, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price. Provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2 and (b) Qualified in accordance with the Provisions of Clause 3.

31. Employer has Right to accept any Tender and to reject any or All Tenders

- 31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or

Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

32. Notification of Award and Signing of Agreement

- 32.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e-mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the 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").
- 32.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 33.
- 32.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer, failing which Action as stated in 13.7 (c) of ITT will be taken.
- 32.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

33. Security Deposit

- 33.1 Within 20 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 29.5 of ITT and Clause 43 of the Conditions of Contract.
- Banker's Cheque / Demand Draft / Pay Order in favor of The Commissioner, BDA, Bengaluru payable at Bengaluru or
 - Bank Guarantee in the Form given in Section 10.
 - Specified Small Saving Instruments pledged to The Commissioner, BDA, Bengaluru.
- 33.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued by either a Nationalized / Scheduled Bank.
- 33.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.
- 33.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1

shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

- 33.5 The Security Deposit will be discharged only after the Completion of Defect Liability Period as specified in Section 6 Contract Data

34. Advance Payment:

- 34.1 The Employer will provide an advance payment 10% on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

35. Corrupt or Fraudulent Practices

- 35.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer
- a) Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.
 - b) Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.
- 35.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

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

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Total Value of Civil Engineering Construction Works executed and Payments received in the five years (in Rs. Lakh)

2013-14 _____
 2014-15 _____
 2015-16 _____
 2016-17 _____
 2017-18 _____

[Attach Certificate from Chartered Accountant]

1.3 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.4 Quantities of Work Executed as Prime Contractor (in the same name) during the Five Years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed ¹			Remarks (Indicate Contract Reference)
			Earth work Excavation (cum)	Concrete (cum)	Reinforce ment Steel (MT)	
2013-14						
2014-15						
2015-16						
2016-17						
2017-18						

1.5 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works ² remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already Submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.6. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement ³			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

- 1.7 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.
- 1.8 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.
- 1.9 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.
- 1.10 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.
- 1.11 Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

1.12. The Proposed Methodology and Programme of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures Proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good Financial Standing. If the Contract for this work, namely **Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru** is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. Lakhs to meet the Working Capital Requirements for executing the above Contract.

Manger

Sd/-
Name of the Bank, Senior Bank
Address

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

Form of Tender

Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru.

To:

The Executive Engineer,
East Division,
Bengaluru Development Authority, HSR Layout,
BDAComplex,
Bengaluru-560102.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs. _____

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

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

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

To be filled in by the Employer before issue of the Tender Document.

To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender.

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 Tender No: EE/BDA//TENDER/T-206/2019/20 Dt:31-12-2019 for execution of Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru, For the Contract Price of Rs. _____ (as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid up to 30 days from the Date of Expiry of Defects Liability Period and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru for a Contract Price of Rs. _____ .You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the _____ day of _____ 20____, between _____ [Name and Address of Employer] (hereinafter called “the Employer”) of the one part and _____ [Name and Address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru vide notification EE/BDA//TENDER/T-206/2019/20 Dt:31-12-2019 (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects there in for 2 years, at a Contract Price 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 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, Notice to proceed with the Works.
 - ii. Contractor’s Tender.
 - iii. Contract Data.
 - iv. Conditions of Contract (including Special Conditions of Contract)..
 - v. Specifications.
 - vi. Drawings.
 - vii. Financial Bid
 - viii. Minutes of Meeting of Pre Tender Meeting 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

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.

Compensation Events are those defined in Clause 38 hereunder.

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

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

The **Contract Data** defines the Documents and other Information, which comprise the Contract.

The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.

The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.

Days are Calendar Days; **Months** are Calendar Months.

A **Defect** is any Part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.

Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.

Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.

The **Site** is the Area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall

commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.

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

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

(1) Agreement.

(2) Letter of Acceptance, Notice to proceed with the Works.

(3) Contractor's Tender.

(4) Contract Data.

(5) Conditions of Contract.

(6) Specifications.

(7) Drawings.

(8) Bill of Quantities

(9) Minutes of Meeting of Pre Tender Meeting and

(10) Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting :- Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the Employer from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

- (a) Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or
- (b) A Cause due solely to the Design of the Works, other than the Contractor's Design; or
- (c) Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
 - (i) Could not have reasonably foreseen; or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures
 - (A) Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
 - (B) Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

- (a) For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;

- (b) For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and
 - (c) For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.
- 13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.
- 13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.
- 13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.
- 13.5 Both Parties shall comply with any Conditions of the Insurance Policies.
- 14. Deleted.**
- 15. Deleted.**
- 16. Contractor to construct the Works**
- 16.1 The Contractor shall construct the Works in accordance with the Specifications 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 Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

- 18.2 The Contractor shall be responsible for the Design of Temporary Works.
- 18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.
- 18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

- 19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

- 20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

- 22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

- 23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

- 24. N/A

B. Time Control

25. Program

- 25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.
- 25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variations that arise due to change of scope of works/designs/as per actual etc.,

27. Delays ordered by the Employer

- 27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

- 28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.
- 28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

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

30. Tests

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

31. Correction of Defects

- 31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

- 32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

- 33.1 The BOQ shall contain items for the construction installation, testing and commissioning work to be done by the contractor.
- 33.2 The BOQ is used to calculate the Contract Price. The contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The contractor shall promptly request in writing to the employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any.

35. Payments for Variations

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined as at either 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of Bills for Payment

- 36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

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

38. Compensation events

- 38.1 The following are Compensation events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (e) The effect on the Contractor of any of the Employer's Risks.
- (f) The Employer unreasonably delays issuing a Certificate of Completion.
- (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would 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.

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

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

39. Tax

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

40. Price Adjustment:

Provision for price Adjustment will be considered as per GO no. FD 3 PCL 2008, Bengaluru, dated 21-11-2008

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

- (a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

- (b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
- (c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
- (d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works Executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities

43.1 The Security Deposit including additional securities for unbalanced tenderers 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 acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period. And the additional security for the unbalanced tenderers shall be valid until date of 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

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

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still Unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings

48.1 If "As Built" Drawings are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data,

or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

- 49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.
- 49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.
- (a) The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
 - (b) Deleted
 - (c) 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.
 - (d) Deleted
 - (e) 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
 - (f) 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 any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

- 49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.
- 49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

- 50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the

Contractor, the Difference shall be a Debt payable to the Employer.

- 50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works upto the Date of the Certificate, Less Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

- 51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

- 52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer.

The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3 **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

2. **N/A**

List of minimum Key Personal to be deployed by the Contractor at Site for Contract work.

Table -1

Sl. No	Position	Qualification	No. of Person
1	Project Manager	B.E., Civil+ 15 years minimum experience in construction experience in construction experience (including 5 years as a field engineer in constructions)	1 Nos
2	Deputy Project Manager	B.E., Civil+ 10 year's minimum or Diploma in civil engineering with 15 years' experience (including 3 years as a field engineer in constructions)	2 Nos
3.(a)	Senior Site Engineer	B.E., Civil+ 5 years minimum or Diploma in civil engineering with 10 years' experience in construction experience	4 Nos
3.(b)	Senior Site Engineer	B.E., Civil+ 5 years minimum or Diploma in civil engineering with 10 years' experience in construction	2 Nos
4	Site Engineer	B.E., Civil+ 3 years minimum or Diploma in civil engineering with 5 years' experience in construction experience	8 Nos
5	Quality Control Engineer	B.E., Civil+ 8 year's minimum or Diploma in civil engineering with 15 years' experience in testing of materials.	2 Nos

SECTION -6: CONTRACT DATA

1. SITE INFORMATION: (SAILENT FEATURES):

LAKE NAME	Bellandur Lake
District/taluk/village	Bangalore / Bangalore East / Bellandur, Ibbalur, Agara, Beluru & Kempapura villages
Survey No.	Survey No-1 , 12, 43, 2 & 6.
Latitude & Longitude	N 13° 12' 49.86" E 77° 36' 42.93"
Altitude (m)	873.00 MSL
Basin / Series / Sub-Series/ Halla:	Dakshina Pinakini River Basin.
Catchment area	
Contributory catchment area	154 Sq.km (as per Current analysis)
Length of main Bund	1750 m
Area of Lake	903 Acres 0 Guntas
	919 Acres 17 Guntas (as per RTC)
Gross Storage	18.67 M- Cum(As per Historical Record)
	5.5 M-Cum (As per IISC Study in 2017)
Surplus Weir	Two Weirs one on North East Corner and other on South Eastern Corner. Which are not adequate for estimated flood discharge
Maximum Flood Discharge.	227 Cumecs (As per Current analysis)
No. of fillings	Filled Throughout the year. Contentious spill over is observed
Eutrophication & Siltation.	Heavy Eutrophication is observed & heavy Siltation is observed
Length of shoreline (m)	12262.0 m
Maximum Depth (m)	>8.0m (Historical)
Maximum Depth (m)	>5m(as per IISC Report)
Surrounding Development:	
North	National Aerospace Laboratories, DRDO, C-CADD, CSIR-4PI, Residential units
South	Residential layouts, commercial units, Ibbalur Military area .
East	Residential units, commercial units , open land & etc.,
West	STP, Residential layouts, Army Service Corp - South
Inlets:	Inlet – 1 connected on Southern portion of lake
	Inlet Drain -2 South Western portion of the lake
	Inlet Drain – 3 connected on North-Western portion of lake.

Broad Scope of Work:

- Clearing jungle growth including bushes / parthenium and other weeds including disposing off the same as directed etc., complete.
- Excavation and removal of silt or silt mixed with sand in slussy condition from lake bed including disposing off the same in spoil bank or on the specified dump yards as directed by the engineer incharge
- De-silting tank bed in dry/wet condition by excavating the deposited bed material and disposing off the same as directed by the engineer in charge.
- Agency should carry out the sediment analysis with a reputed NABL laboratory at every stage of excavation process, to evaluate the contamination level of the silt deposit and dispose it designated disposal yard as directed by the engineer in charge.
- Agency should establish a GPS enabled Vehicle tracking system/ Vehicle monitoring system during the course of the entire de-silting process. The system should be established for each and machinery adopted in desilting process.
- The vehicle tracking system should be made available to BDA throughout the construction process.
- The agency should maintain the entry and exit log books as per the norms in respect of de-silting/material disposal process..
- The agency should establish the video surveillances (Closed Circuit Television) at all the entry and exit points adopted for the construction activity. And the recorded footages have to be submitted to the BDA recorded in a DVD/flash drive.
- The agency should establish the Weigh Bridge in the premises of the work site and record the every vehicle entry and exit weight and maintain the register at site. The same shall be maintained by the key personal of the agency and made available for verification by BDA.
- The agency should construct walkway earthen embankment all along the periphery of the lake boundary as per approved drawings and the directions of the engineer incharge.

- The agency should construct the necessary CD works for the walkway bund and lake. Necessary approval by BDA shall be obtained for each CD works.
- The agency should construct embankment using soil from the soil available from excavation in layers of 250 to 300 mm before compaction including cost of all materials, machinery, labour, all other operations such as re-excavation, sorting out, transportation, spreading soil to specified thickness, breaking clods, sectioning, watering, compacting to density control of not less than 95 percent using power roller etc., complete
- Providing and constructing dry rubble rock-toe using rubble and stone chips from approved source including cost of all materials, machinery, labour, hand packing rubble and stone chips, finishing top and sides to required slopes etc. Complete.
- FILTER & PITCHING WORKS: Providing and constructing longitudinal / cross graded filter drains using sand and 80 to 20 mm and 20 mm down graded aggregates satisfying specified filter criteria in layers as per specifications including cost of all materials, machinery, labour, laying to required slopes, compaction etc., complete
- Providing and constructing 450mm thick hand packed rough stone revetment consisting of 300mm thick rough stones with 400 to 450 mm long through stones at 1.5 mc/c over a backing of 150mm thick 40mm downgraded coarse aggregate layer including cost of all materials, machinery, labour, laying to specified slope, wedging with chips, finishing etc., complete with all leads and all lifts and as directed by the Engineer-in-charge..
- Providing and laying Hariyala or other approved quality turfing sods for the slopes of earthen embankments over 20 mm thick sand backing including cost of all materials, machinery, labour including preparing surface, spreading sand including tamping, watering for 15 days etc., complete.
- Providing & fixing of Kerb stones for walkway embankment.
- Providing and laying heavy duty cobble stones interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed

(average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete.

- Planting of trees all along the walkway bund side by 1 m deep dug in the ground, mixing the soil with decayed farm yard/sludge manure, planting the saplings, backfilling the trench, watering, fixing the tree guard and maintaining the plants for one year complete as per specifications.
- Construction of waste water drains as directed by engineer in-charge.
- Construction of Wetlands as per the approved drawings and execute as per the directions of the engineer in-charge.
- Tenderers to include price towards necessary man power for operation of installations in good running conditions for a period of five years from the date of issue of completion certificate
- Actual payment made for the silt disposal from work site to designated quarry pit only identified & directed by BDA engineer.
- Contractor must ensure, leak proof disposal of silt from work site to the designated dumping sites and should also ensure dust proof disposal measures.
- **Operation & Maintenance:**
 - The scope of work will also includes, operation & maintenance of the work for a period of **5 years** after successful completion of project as per the tender clause.

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

The following documents are also part of the Contract:

Clause Reference

Site Location: The site is located in Bellandur, Ibbalur, Agara, Beluru & Kempapura villages of Bengaluru East Taluk at Survey No.- 1,2,6,12,43 & 62 and is defined in the drawing

[1.0]

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

[1.1]

Insurance requirements are as under:
[13]

	Type of cover	Minimum cover for Insurance
(i)	Works and plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	Rs. 20.00 Lakhs to cover 4 persons @ Rs 5.00 Lakh each In accordance with the statutory requirement applicable to Karnataka.
	(a) for Third Party	
	(b) for Contractor's employees or labour	

The Site Possession Date is from the **date of issue of notice to proceed with the work** [21]

The Schedule of Key and Critical Equipment to be deployed on the work as per the agreed program of construction: **Date of entering in to the agreement.** [25]

The Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the major activities in the Works along with monthly invoicing forecast. :**10 Days from the date of entering in to the agreement.** [25.1.]

The Contractor shall submit for approval, an updated Program at intervals no longer than the period stated : **15 Days** [25.2]

The amount to be withheld for failing to submit an updated Program is Rs. **3,00,000/-** Lumpsum. [25.2]

The Employer is:

Name: Commissioner, BDA, Bengaluru.

Name of authorized Representative: Executive Engineer, East Division, HSR Layout, Bengaluru. The name and identification number of the Contract is: **Restoration and Development of Bellandur Lake situated in SSY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru.”.**

The Works consist of Desilting of lake bed, re-construction of tank bund, construction of wet land, waste water diversion, construction of water way cum bridge, construction of island, construction of drain for improvements of lake inlets and out lets, silt trap, screen barrier, idol immersion tank, formation of contour bund, construction of walk way and allied works as per KSB, KSRB, MORTH and IS specification.

PROGRAM

[25]

- a. The total work to be executed may suitably to divide in to six milestones on mutually agreed schedule between the employer and the contractor. These milestones shall be based on financial progress in concurrence with respective physical progress. Progress of work will be reviewed monthly / at the end of each milestone. In case the progress achieved falls short by more than 10% of the cumulative programmed, the reasons of such shortfall be examined and a record made thereof apportioning the responsibilities for the delay between the contractor and the employer. This record shall be signed in full and dated by both the employer and the contractor.
- b. In respect of the shortfall in progress (reviewed at the end of each mile stone), assessed due to the daily on the part of the contractor, the contractor shall be liable to pay the liquidity damage to tentative milestone basis as detailed in the table below.

Milestone

Description of work	Physical works to be completed	Milestone in Months	Liquidity Damage * in Rs.
Milestone 1	i.e., 1/6	3 month	0.1% of the contract price per day beyond the milestone day.
Milestone 2	i.e., 2/6	6 months	0.1% of the contract price per day beyond the milestone day.
Milestone 3	i.e., 3/6	9 months	0.1% of the contract price per day beyond the milestone day.
Milestone 4	i.e., 4/6	12 months	0.1% of the contract price per day beyond the milestone day.
Milestone 5	i.e., 5/6	16 months	0.1% of the contract price per day beyond the milestone day.
Milestone 6	i.e., 6/6	18 months	0.1% of the contract price per day beyond the milestone day.

The Defects Liability Period is 24 months.

The defects liability period is 24 months from the date of physical completion of the project and on issuance of completion certificate from the competent authority whichever is earlier [31.1]

Price Adjustment Formula :

Adjustment for labour component:

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula

$VL = 0.85 \times PL / 100 \times R \times (Li - Lo) / Lo$ where,

VL= Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

Lo= The average consumer price index for industrial workers for Bengaluru centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

Li= The average consumer price index for industrial workers for Bengaluru Centre for the quarter under consideration as published by the Labour Bureau, Ministry of Labour, Government of India

PL = Percentage of labour of the work

Adjustment of Cement component:

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$VC = 0.85 \times PC / 100 \times R \times (Ci - Co) / Co$, Where,

VC = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement;

Co = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the office of Economic Advisor. Ministry of commerce and Industry, Government of India, New Delhi;

Ci = The all India average wholesale price index for cement(Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

PC = Percentage of cement component of the work.

Note: For the application of this clause index of Ordinary Portland Cement has been chosen to represent Cement Group

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$VS = 0.85 \times PS / 100 \times R \times (Si - So) / So$, where,

VS = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

So = The all India average wholesale price index for steel (M.S. Bars and rods) for the quarter preceding the date of opening of the tenders as published by the office of Economic Advisor. Ministry of commerce and Industry, Government of India, New Delhi;

Si = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

PS = Percentage of steel component of the work.

Note : For the application of this clause, index of M.S. Bars and Rods has been chosen to represent steel group.

Adjustment of Fuel and Lubricant Component:

(V) Price adjustment for increase or decrease in the cost of fuel and lubricants shall be paid in accordance with the following formula:

$VF = 0.85 \times PF / 100 \times R \times (Fi - F0) / F0$, where,

VF = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F0 = The official retail price of high speed diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Mangalore on the day 30 days prior to the date of opening of Bids.

Fi = The official retail price of high speed diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Mangalore for the 15th day of the middle calendar month of the quarter under consideration.

PF = Percentage of Fuel and Lubricant Component of the work.

NOTE: For the application of this clause the price of HSD has been chosen to represent fuel and lubricant group

Adjustment for Plant and machinery spares component:

(Vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$VP = 0.85 \times PP/100 \times R \times (Pi-P0)/P0, \text{ where,}$$

VP = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Plant and machinery spares.

P0 = The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of Bids, as published by the office of Economic Advisor, Ministry of Commerce and Industry, Govt. of India, New Delhi.

Pi = The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by the office of Economic Advisor, Ministry of Commerce and Industry, Govt. of India, New Delhi.

PB = Percentage of Plant and machinery spares component of the work.

Note: For the application of this clause index of heavy machinery and parts has been chosen to represent the plant and machinery spares group.

Adjustment for other Materials:

(Vii) Price Adjustments for increase or decrease in the cost of other materials other than cement, steel,

Bitumen and Fuel and Lubricants, procedure by the contractor shall be paid in accordance with the following formula:

$$VM = 0.85 \times PM/100 \times R \times (Mi - Mo)/Mo, \text{ Where}$$

VM = Increase or Decrease in the cost of word during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen & fuel & Lubricants.

Mo = The all India average Wholesale Price Index for all commodities for the quarter preceding the date of opening of bits, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry , Government of India , New Delhi

Mi = The all India average Wholesale Price Index for all commodities for the quarter Under Consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry , Government of India , New Delhi.

PM = Percentage of other material component (Other than Cement, Steel, Bitumen & Fuel & Lubricants) of the work.

The following Percentages will Govern the price adjustment entire contact:

1) Labour	–	PL 30%
2) Cement	–	PC 5%
3) Steel	–	PS 5%
4) Bitumen	–	PB 10%
5) Fuel & Lubricants	–	PF 10%
6) Plant & Machinery spaces	–	PP 15%
7) Other Materials	–	Pm 25%
Total	–	100%

The liquidated damages for the whole of the works are 0.1% of the INITIAL CONTRACT PRICE PER DAY. (41.1)

The maximum amount of Liquidated damages for the whole of the works is 10% of final contract price. (41.1)

The Liquidate damages for the whole of the works are

RS 0.1% of THE CONTRACT PRICE per day and that for the milestones are as under

For Milestone1: Rs.....per day

For Milestone2: Rs.....per day

For Milestone3: Rs.....per day

For Milestone4: Rs.....per day

For Milestone5: Rs.....per day

For Milestone6: Rs.....per day

The amount of the advance payment are nature of advance amount (RS.) condition to be fulfilled.

The date by which “**as-built**” drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. (48.1)

The amount to be withheld for failing to supply “as-built” drawings is **Rs 5.00 lakhs** lumpsum. (48.2)

The date by which **Operating and Maintenance Manuals** are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

[48.1]

The amount of the Advance Payment are Nature of Advance Amount (Rs.) conditions to be fulfilled.

1. Mobilization 10% of the contract price after signing of the contract and on submission of un- Conditional bank guarantee exclusively for the cost of mobilization in respect of the work

Repayment of advance payment for mobilization: [42.1]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next interim payment certificate within four months from the date of payment of first instalment of advance and shall be made at the rate of 7.5% percent of the amounts of all interim payment certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26. If not, the Bank Guarantee will be en-cashed at the end of 4th month.

SECTION 7: SPECIFICATIONS
Specifications are attached in Volume II.

SECTION 8: DRAWINGS
Drawings are attached in Volume III.

SECTION 9: BILL OF QUANTITIES

						Rate in Rs
Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	In figures	In words	Amount (Rs)
1						
2						
3						
Total Tender Price (in figures)						
(in words)						

Note:

- (1) Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).
- (2) Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern.
[Refer ITT Clause 24.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: The Executive Engineer,
East Division,
Bengaluru Development Authority, HSR Layout
BDA Complex,
Bengaluru-560102

WHEREAS M/s _____ Bengaluru (hereinafter called "the Contractor") has undertaken, in pursuance of Contract tender notification No: EE/BDA//TENDER/T-206/2019/20 DATE :-31/12/.2019 to execute Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru

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, upto a total of Rs. _____ for Construction work and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of Expiry of the Defects Liability Period.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

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

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

Tenderer

Executive Engineer (East Division)
BDA, Bangalore

Form C

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To: _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and Address of Tenderer] (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. _____ dated _____ to submit _____ [name of Tender and Brief Description of Works] (hereinafter called "the Tender");

AND WHEREAS it has been stipulated by you in the said Tender that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Earnest Money Deposit (EMD) for compliance with his Obligations in Accordance with the Tender.

AND WHEREAS we have agreed to give the Tenderer such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Tenderer, upto a total of Rs. _____ [Amount of Guarantee]⁶ Rupees _____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee]⁷ 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 Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Tender or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Tenderer 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 45 days from the Date of Expiry of the Tender Validity Period.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

6

An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

⁷ An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

Litigation History
(FORM)

Name of bidder

The bidder shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

<i>Year</i>	<i>Award FOR or AGAINST Applicant</i>	<i>Name of client, cause of litigation, and</i>	<i>Disputed amount (current lakhs)</i>
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Advance Payment Security Demand Guarantee

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of ____, 2__,2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer. 2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT entered into on this date ____ day of ____ 2020.

BETWEEN

1. a Company or Firm having office at
..... (hereinafter referred to as “First Party”, which expression shall unless repugnant to the Context include Successors and permitted assigns)

AND

2. a Company or Firm having office at(hereinafter referred to as “Second Party” which expression shall, unless repugnant to this context include its successors and permitted assigns)

AND

3. a Company or Firm having office at(hereinafter referred to as “Third Party” which expression shall, unless repugnant to this context include its successors and permitted assigns)

The above mentioned parties of the First, Second and Third Party are collectively referred as the “Parties” and each is individually referred to as “Party”

WHEREAS:

(A) Office of the Executive Engineer East Division, Bengaluru Development Authority, HSR Layout BDA Complex, Bengaluru-560102 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrations successors and assigns) has invited by its Tender Reference No: EE/BDA//TENDER/T-206/2019/20 DATE :-31/12/.2019 (Tender) for the work of “Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru”. The Parties are interested in Jointly Bidding for the Project as members of Joint Venture and in accordance with the terms and conditions of the Tender Document and other documents in respect of the Project, and

NOW IT IS HEREBY AGREED as follows;

1. Joint Venture

1.1 The Parties do here by irrevocably constitute a Joint Participating in the Bidding Process of Project

1.2 The parties here by undertake to participate in the Bidding process only through this JV and not individually and / or through any other JV constituted for this Project, either directly or indirectly or through any of their associates

2. Role of the Parties

The Parties here by undertake to perform the roles and responsibilities as described under

(a) Party of the First Party who shall have a higher percentage shares shall be the lead member /partner including of the Joint Venture and shall have the Power of Attorney from other Parties for conducting all business for and on behalf of the Joint Venture during the Bidding process and Execution of works, if this JV; is awarded the stated Project.

(b) Party of the Second party and Third Party shall be the other Party/member of the Joint Venture

3. Joint and Several Liability

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of Tender Documents.

4. Share Holding in the Joint Venture

The Parties agree that the Proportion of shareholding among the parties in the Joint Venture shall be as follows, which is in accordance with the tender conditions (Minimum of 10% and collectively put together 100%)

First Party: _____% (in words)

Second Party: _____% (in words)

5. Representation of the Parties

Each Party represents to the other parties as of the date of this agreement that;

(a) Such party is duly organised, validity existing and in good standing under the laws of its corporation and has all requisite power and authority to enter into this agreement.

(b) This is no litigation pending with any of these Parties.

6. Termination

This agreement shall be effective from the date hereof and shall continue to in full force till the end of bidding process and to the end of Execution, if this JV is awarded stated Project

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by Laws of Government of India and Government of Karnataka

7.2 The Parties acknowledge and accept that this agreement shall not be amended by the parties without the prior written consent of the Authority

In witness whereof the parties above named have executed and delivered this agreement as of the date first above written.

Signed, Sealed and Delivered

M/S

Signature :

Name :

Designation:

Address :

Tenderer

Executive Engineer (East Division)
BDA, Bangalore

Signed, Sealed and Delivered

M/S

Signature :

Name :

Designation:

Address :

Signed, Sealed and Delivered

M/S

Signature :

Name :

Designation:

Address :

Witness

1.

2.

3.

POWER OF ATTORNEY FOR FIRST PARTY / PARTNER INCHARGE OF JOINT VENTURE

Whereas Government of Karnataka through Executive Engineer East Division, Bengaluru Development Authority, HSR Layout BDA Complex, Bengaluru-560102, On behalf of Commissioner BDA Bengaluru has invited tender for **Development of Restoration and Development of Bellandur Lake situated in SY No: No-1, 12, 43, 2 & 6 of Bellandur, Ibbalur, Agara, Beluru & Kempapura villages, Bengaluru East Taluk, Bengaluru.**

Whereas M/s and M/s (Collectively the Joint Venture) being members of this **Joint Venture** are interested in bidding for this Project in accordance with terms and conditions of Tender Document.

Whereas it is necessary for this members of Joint Venture to designate one of them as First Party with all necessary Power of Attorney to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with this Joint Venture Bid for this Project and its execution, if awarded.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We having office at and M/s. having office at do here by irrevocably designate, nominate, Constitute, appoint and authorize M/Sto be the **First Party/Partner In charge of this Joint Venture**. We hereby irrevocably authorize this Attorney to conduct all business for and on behalf of the Joint Venture for submission of Bid and Execution of this Project, if awarded including but not Limited to signing and submission of all applications, bids and other documents/Drawings, participate in Meetings, sign and execute contracts, if awarded and generally to represent for and on behalf of Joint Venture. And here by agree to ratify and confirm all acts, deeds and things alone in respect of this Power of Attorney

IN WITNESS WHERE OF WE THIS PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY _____ MONTH 2017 YEAR

For M/s

Signature :

Name :

Title :

For M/s

Signature :

Name :

Title :

For M/s

Signature :

Name :

Title :

Witnesses :

1.

2.

3.

Tenderer

Executive Engineer (East Division)
BDA, Bangalore

