

**Annexure IV**

**K / W - 4**

**OFFICE OF THE EXECUTIVE ENGINEER (PROJECT),  
HUBBALLI-DHARWAD MUNICIPAL CORPORATION- 580020  
Telephone No: 0836-2213899**

**TENDERS FOR THE WORK OF**

**Providing Litter Free Zones at Various Locations at Smart City  
Area**

TENDER REFERENCE	:	DMA/2017-18/OW/WORK_INDENT68557
PERIOD OF SALE OF TENDER DOCUMENT	:	
LAST DATE OF AVAILABILITY OF TENDER DCUMNET	:	23/02/2018
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	23/02/2018; 4.00 Pm
TIME AND DATE OF OPENING OF COVER ONE OF TENDERS <sup>1</sup>	:	25/02/2018; 11.00 Am
PLACE OF OPENING OF COVER ONE OF TENDERS	:	Executive Engineer (Project), HDMC. Hubballi
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	:	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS	:	Will be intimated to the Qualified Tenderers
ADDRESS FOR COMMUNICATION	:	Executive Engineer (Project), HDMC. Hubballi PH:0836-0836-2213899

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## SECTION 1: INVITATION FOR TENDERS (IFT)

Tender Notification No:

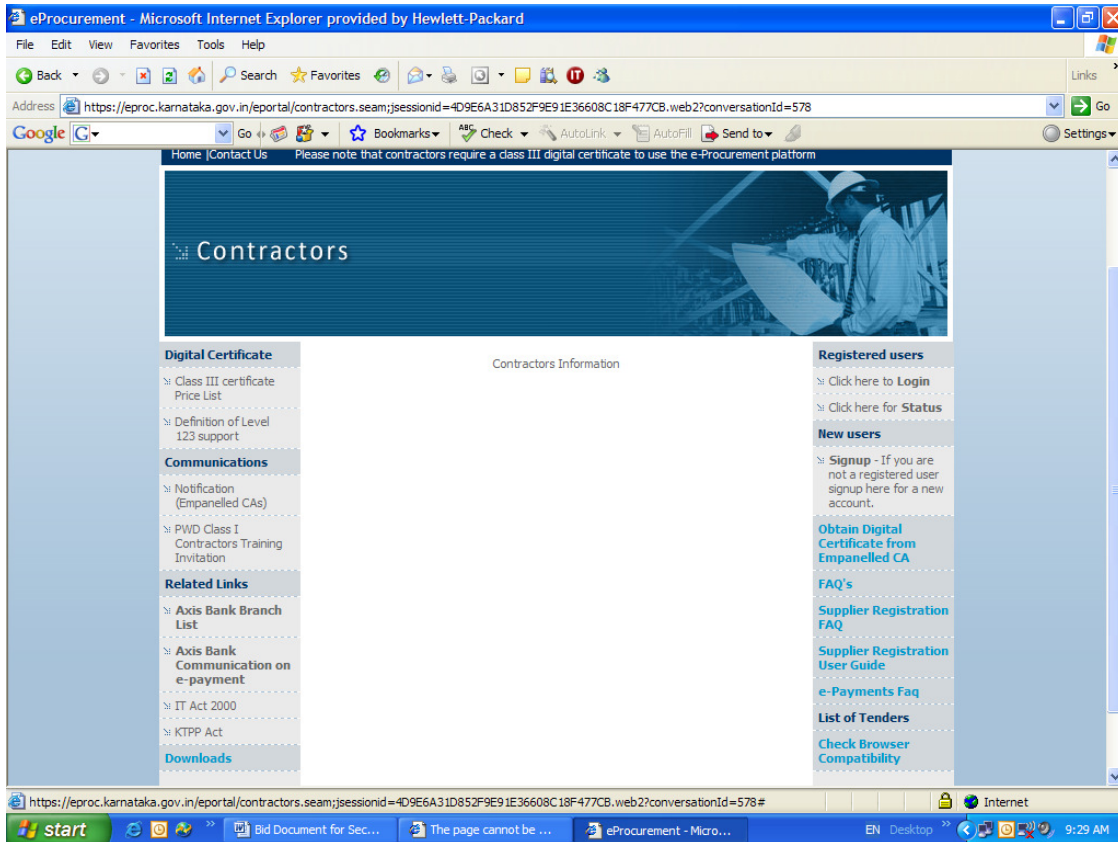
**Work Indent No:** DMA/2017-18/OW/WORK\_INDENT68855

The **Executive Engineer (North), HDMC, Hubballi** invites tenders from eligible tenderers, for the construction of works detailed in the Table below. **Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6), which will be opened first and the second cover containing the price tender which will be opened only if the tenderer is found to be qualified to execute the tendered work. The tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to tenderer to qualify for award of the contract.**

1. Tender documents may be downloaded from Government of Karnataka E-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> 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 NIT and download copy of the tender.



The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. **Earnest Money deposit which will be paid online through e-Procurement portal.** Earnest money deposit will have to be in any one of the forms as specified in the E procurement portal and shall have to be valid for **45 days beyond** the validity of the tender.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. First Cover (Technical Bid) of the Tenders will be opened after prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office of The Executive Engineer (Project),HDMC. Hubballi
5. A Pre-tender meeting will be held on the *time, date and Place specified in the e-procurement portal* to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderer' of the tender document.



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

**TABLE**

<b>Sl. No</b>	<b>Name of work</b>	<b>Value of work (In Rs. Lakh)</b>	<b>Earnest Money Deposit (In Rs.in lakhs)</b>	<b>Cost of document</b>	<b>Period of completion</b>
1.	<b>Providing Litter Free Zones at Various Locations at Smart City Area</b>	320 lakh	4.81	As per e-portal	<b>3 (Three) Calendar months (including monsoon)</b>

**Executive Engineer  
(Project)  
HUBBALLI-DHARWAD  
MUNICIPAL  
CORPORATION,  
HUBBALLI**

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## **A. General**

### **1. Scope of Tender**

- 1.1 **The Executive Engineer (Project), HDMC. Hubballi** (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 of the works detailed in the table given in IFT.

### **2. Eligible Tenderers**

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.2 Tenders from Joint ventures are not acceptable.

### **3. Qualification of the Tenderer:**

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.
- 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2012-13 TO 2016-17)
- a. achieved in at least two financial years a minimum financial turnover (in similar works only) of Rs 640 lakh.
  - b. satisfactorily completed the work of at least one similar work of as a prime contractor of value not less than Rs. 160 lakh (Supply and installation of litter bins).
  - c. The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up-to at least 1300 no. of the quantity required in any one of the last 3 years. The equipment's offered for supply must be of the most recent models incorporating the latest improvements in design. The models should have been released on or after 2010 and be in satisfactory operation for 36 months as on date of tender opening.
  - d. Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
    1. the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per SCC; and
    2. the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at **least 900 no.** of the quantity similar to the type specified in the Schedule of Requirements in any one of the last **three years** which must be in satisfactory operation for at least **15** months on the date of tender opening.
- 3.3 Each Tenderer should further demonstrate:
- a. Deleted.
  - b. liquid assets and /or availability of credit facilities of no less than Rs 96.00 Lakhs (Credit lines/ letter of credit/ certificates from Nationalised / Scheduled banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period)

**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 “**Providing Litter Free Zones at Various Locations at Smart City Area**” is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs.....** to meet the working capital requirements for executing the above contract

Sd/-  
Senior Bank Manger,  
Name of the Bank, Address

**3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.**

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) (e) and (f) above.

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

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

where

A = Maximum value of civil engineering works executed in any one year during the last five years

(updated to 2016-17 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2016-17 price level, of existing commitments and on-going works to be completed during the next (3 /12) years.

**Note:** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or



- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

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

- 4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender will cause all the proposals with the Tenderer's participation to be disqualified.

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

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

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

- 6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

### **B. Tender documents**

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

- 7.1 The set of tender documents shall have all the Sections given in Page 2: Contents  
7.2 Both the sets should be completed and uploaded on e-portal.

#### **8. Clarification of Tender Documents**

- 8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be uploaded on e-portal, including a description of the enquiry but without identifying its source.

##### **8.2 Pre-tender meeting:**

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Office of **The Executive Engineer (Project),HDMC. Hubballi** on 03/01/2018 at 11.00 hrs.
- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
- 8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay on e-portal. Any modification of the tender documents listed in Sub - Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

- 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

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

- 9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## **C. Preparation of Tenders**

### **10. Documents comprising the Tender**

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

#### **10.1.1 First Cover:**

- (a) Earnest Money Deposit;
- (b) Qualification Information as per formats given in Section 3;

#### **10.1.2 Second Cover:**

- (a) The Tender (in the format indicated in Section 4)
  - (b) Priced Bill of Quantities (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.
- 10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

### **11. Tender prices**

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates and prices and line item total (as per the format in e-portal) for all items of the Works described in the Bill of Quantities along with total tender price.
- 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.**
- 11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

### **12. Tender validity**

- 12.1 Tenders shall remain valid for a period not less than one hundred and eighty (180) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

### **13. Earnest money deposit**

#### **13.1 Earnest Money Deposit/ Bid security**

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

- 1 Credit Card
- 2 Direct Debit/ Net Banking
- 3 National Electronic Fund Transfer (NEFT)
- 4 Over the Counter (OTC) payment

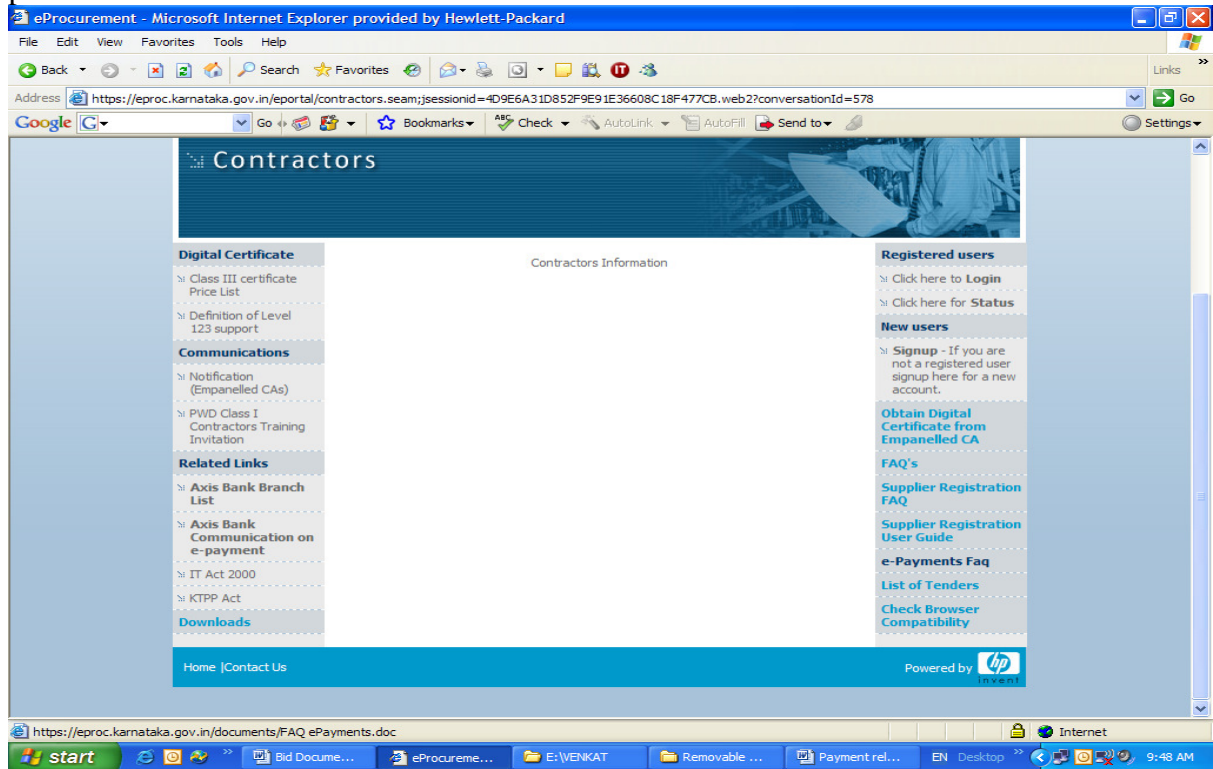
The contractor shall furnish the requisite EMD only through e-payment, in favour of **The Executive Engineer (Project),HDMC. Hubballi**

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at designated Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Designated Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to e-procurement portal for more details on the process.



## Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the e-Procurement system.

- 13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.
- 13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6 The earnest money deposit may be forfeited:
  - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
  - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) furnish the required Security deposit

#### **14. Format and signing of Tender**

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

#### **D. Submission of Tenders**

#### **15. Submission of Tender**

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

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

- 16.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

#### **17. Late Tenders**

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

#### **18. Modification and Withdrawal of Tenders**

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

#### **E- Tender opening and evaluation**

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

- 19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their representatives who choose to attend at the date, time and the venue specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 19.2 Not Applicable
- 19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.  
The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3
- 19.4 – NA -
- 19.5 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 and (c) meets the minimum qualification

criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

**20. Opening of Second Cover of qualified Tenderers and evaluation:**

- 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the date, time and the venue specified in the e-procurement portal, in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.
- 20.2 Not Applicable
- 20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 20.4 The employer shall prepare minutes of the tender opening including the information disclosed to those present in accordance with the sub clause 20.3

**21. Process to be confidential**

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

**22. Clarification of Tenders**

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

**23. Examination of Tenders and determination of responsiveness**

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**24. Correction of errors**

The Tenderer can do Modification/corrections/changes to their bids till the last time and date of submission of bid in e-Procurement Portal only

**25. Evaluation and comparison of Tenders**

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

**F. Award of Contract**

**26. Award criteria**

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

**27. Employer's right to accept any Tender and to reject any or all Tenders**

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

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

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of

the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. 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 25 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

### **29. Security deposit**

- 29.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract, valid up-to 60 days after the date of completion of performance obligations including **Warranty obligations**. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 24 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period. The Contractor shall also provide additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.
- 29.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 29.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- Cash or
  - Banker's cheque/Demand draft,/Pay Order in favour of **The Commissioner, HDMC, Hubballi**
  - A bank guarantee in the form given in Section 10; or
  - Specified Small Savings Instruments pledged to **The Commissioner, HDMC, Hubballi**.
  - Fixed Deposit Receipts pledged in the name of **The Commissioner, HDMC, Hubballi**.
- 29.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 29.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

### **30. Advance Payment and Security:**

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



### **31. Corrupt or Fraudulent practices**

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

### SECTION 3 : QUALIFICATION INFORMATIO

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		
	Place of Registration	(Attach copy)	
	Principal place of business:	(Attach Copy)	
1.2	Total value of similar works executed and payments received in the last five years (in Rs. Lakhs) <b>Attach Certificate from Chartered Accountant</b>		
		2012-13	
		2013-14	
		2014-15	
		2015-16	
		2016-17	

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

*Note: Please Certificates from Engineers –in- Charge*

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

Year	Name of Work	Name of Employer	Qty	Remarks (Indicate contract reference)
2012-13				
2013-14				
2014-15				
2015-16				
2016-17				

*Note: Please Certificates from Engineers –in- Charge*

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

**(A) Existing commitments and on-going works:**

Description of Work	Place & State	Contract No. & Date	Name & Date Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Note: For Sl no. 7 above Attach Certificates from Engineers –in- Charge*

**(B) Works for which Tenders already submitted:**

Description of Work	Place & State	Name & Date Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 Deleted

Item of Equipment	Requirement No. Capacity	Owned	Owned and available Number/Capacity Age/Condition	Remarks
(as specified in clause 3.3a)				

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 Deleted

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

**BANKER’S CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work*) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

1.11 Deleted

1.12 Information on litigations in which the Tenderer is involved:

<b>Other Party (ies)</b>	<b>Employer</b>	<b>Details of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>
1	2	3	4	5

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

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

**Form of Tender**

Description of the Works -----

**Tender**

To :

Address :

GENTLEMEN,

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

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

The advance payment required is Rs \_\_\_\_\_ Lakhs

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.

Authorized Signature:

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

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

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

\_\_\_\_\_

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

[date]

To

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated \_\_\_\_\_ for execution of the -----  
-----for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.----- within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to 31 months from the date of Agreement (18 months for working period + 12 months for Defective liability period + 1 month ) and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

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

----- (date)

To

(name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of -----  
**at** Tender Price of Rs.-----, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

**Agreement Form**  
**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between .....(hereinafter called “the Employer”) of the  
one part and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [name and address of contractor] (hereinafter called “the Contractor”) of the  
other part.

Whereas the Employer is desirous that the Contractor execute -----  
----- i.e. (hereinafter called “the Works”) and the Employer has accepted the Tender by the  
Contractor for the execution and completion of such Works and the remedying of any defects  
therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the works;
  - iii) Contractor’s Tender;
  - iv) Contract Data;
  - v) Conditions of contract (including Special Conditions of Contract);
  - vi) Specifications;
  - vii) Drawings;
  - viii) Bill of Quantities; and
  - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of:  
Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:  
Binding Signature of Employer \_\_\_\_\_  
Binding Signature of Contractor \_\_\_\_\_



## 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 and
  - (9) any other document listed in the Contract Data as forming part of the Contract.

## **3. Law governing contract**

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

## **4. Employer's decisions**

- 4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

## **5. Delegation**

- 5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## **6. Communications**

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## **7. Subcontracting**

- 7.1 Deleted.

## **8. Other Contractors**

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

## **9. Personnel**

- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's risks**

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

**11. Employer's risks**

11.1 The Employer is responsible for the excepted risks which are:

- (a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
- (b) a cause due solely to the design of the Works, other than the Contractor's design; or
- (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen; or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
    - (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
    - (B) insure against such loss or damage

**12. Contractor's risks**

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

**13. Insurance:**

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

- (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
- (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
- (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

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

**14. Site Investigation Reports:**

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

**15. Queries about the Contract Data**

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

**16. Contractor to construct the Works**

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

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

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

**18. Approval by the Employer:**

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

**19. Safety**

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

**20. Discoveries**

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

**21. Possession of the Site**

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

is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

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

**23. Instructions**

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

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

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

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

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

**B. Time Control**

**25. Program**

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

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

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

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

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

**27. Delays ordered by the Employer**

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

**28. Management meetings**

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

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

## **C. Quality Control**

### **29. Identifying defects**

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

### **30. Tests**

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

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

- 31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, 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 Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- (a) Omit any item of work;
  - (b) Change the character or quality or kind of any item of work;
  - (c) Change the levels, lines, positions and dimensions of any part of the work;
  - (d) Execute additional items of work of any kind necessary for the completion of the works; and
  - (e) 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 the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

### **35. Payments for Variations**

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

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

- 36.1 The Contractor shall submit to the Employer 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.
- 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 the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

### **40. Price Adjustment: Not Applicable**

### **41. Liquidated damages**

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

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**42. Advance Payments:**

- 42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. 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 security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

**44. Cost of Repairs:**

- 44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

**45. Completion**

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

**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 and /or Operating and Maintenance Manuals**

- 48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **49. Termination**

- 49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 49.2 Fundamental breaches of Contract include, but shall not be limited to the following: 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;
- (a) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
  - (b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
  - (d) 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;
  - (e) the Contractor does not maintain a security which is required;
  - (f) 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
  - (g) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
  - (h) For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

#### **50. Payment upon Termination**

- 50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in

terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- 50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

### **51. Property**

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

### **52. Release from performance**

- 52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. Special Conditions of Contract**

General: The special conditions are supplementary instructions to the tenders and shall form part of the contract.

- 1 Data to be furnished by the Bidder: The Bidder shall submit the following information to the Engineer-in-charge.  
Proposed constructions Programme and time schedule showing sequence of operations within 15 days of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- 2 Action when the progress of any crucial item of work is unsatisfactory: If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in-charge shall notwithstanding that the general progress of work is satisfactory, after giving the Bidder 15 days" notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.
- 3 It is responsibility of the bidder to make arrangement for storing, stacking all the materials procured for the work at his own cost and expenses. The rate quoted shall bear all these expenses.
- 4 Inspection and Tests: Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship

shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in charge may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.

- 5 The Bidder shall be liable for replacement of defective work up to the time of completion of DLP in accordance with the conditions of contract of all work to be done under the contract. The DLP shall be extended till the time the defect is corrected by the Contractor and also the validity of Performance security submitted shall also be extended with respect to ITT 24.1. The Bidder shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.
- 6 Removal of temporary work, Plant & Surplus materials: Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 7 Possession prior to completion: The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 8 Damage to works: The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to the Engineer-in- Charge and till completion certificate has been obtained from the Engineer in- charge. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.
- 9 As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area.  
The Contractor is instructed to strictly adhere to the following at his own cost.
  - a) Supply and Fixing Green barriers and wind breaking walls around their sites.
  - b) Cover tarpaulin on scaffolding around area of construction,
  - c) Do not store construction material, particularly sand, on any part of the street, roads in any colony,
  - d) Dust emissions from construction site are controlled.
  - e) Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.
- 10 Safety regulations: While carrying out this work, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - D). The bidder will be responsible for safety of the works.

- 11 The Bidder will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will not entertain any claim what so ever for any failure or break down etc. in supply of electricity to the Bidder.
- 12 Interference with other Bidders: The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of the Engineer-in-Charge. Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per Engineer In-charge instructions.
- 13 Regulations and bye laws: The Bidder shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify HDSCL, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.
- 14 Site Order Book: A site order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the departmental officers in direct charge of the work and the Bidder or his representatives. Bidders or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. The Engineer-in-charge shall submit periodically copies of the remarks of the site order book to the MD, HDSCL for record and to the Bidder for compliance and report.
- 15 Rights of other Bidders and persons: If, during the progress of the work covered by this contract, it is necessary for other Bidders or persons to do work in or about the site of work, the Bidder shall afford such facilities, as the Engineer-in-charge may require.
- 16 Escalation: No escalation whatsoever shall be paid.
- 17 Scope of project: The contract shall comprise execution of work in accordance with the BoQ provision including, Testing, Commissioning, including provision of all labour, materials, constructional plants, transport and all works of a temporary or permanent nature required for such works as indicated above in so far as is necessary for providing the same and is specified in the contract.
- 18 Open foundations: The Bidder's tender should include provision for coffer dam, diversion drain or stream and bailing out of water or dewatering foundations (if any) and shoring etc. No claims for any additional payments shall be entertained.
- 19 Ground water level variation: It is liable to vary. No claim due to variation of low water level shall be entertained.
- 20 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.
- 21 Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or

notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

22 Protection of Environment:

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

23 Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The sole arbitrator shall be appointed by the Appointing Authority, namely, Institute of Engineers, Bangalore.

(b) Arbitration proceedings shall be held at HUBBALLI, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

**(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

24 Death of a Contractor:

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

25 Establishment of Field laboratory (Clause 30)

The contractor shall establish the field testing laboratory within two weeks from the date of agreement as per the details provided in Section 6: Specification



## **26 Warranty**

- 27.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 27.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 30 months after the date of shipment from the place of loading whichever period concludes earlier. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:
- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with RFP; OR pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Contract Data.
  - b. The Purchaser shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 27.3 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 24 months (i.e. 24 months from the date of delivery of the goods).
- 27.4 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the Contract.

## **27 Inspection and Tests**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:<sup>4</sup>

- 28.1 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine/equipment. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing based on approved QAP (Quality assurance Plan) along with the supplier's inspection report, including raw material test certificates and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, as stated in Clause 21 of SCC. the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Goods as specified in BoQ should be

supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.

- 28.2 The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests.
- 28.3 All the goods should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 90% for the duration of test period shall be considered as satisfactory.
- 28.4 In the event of the goods failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

## SECTION 6 : CONTRACT DATA

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

The following documents are also part of the Contract:	Clause Reference
The Schedule of Operating and Maintenance Manuals	[48]
The Methodology and Program of Construction	[25]
Site Investigation Reports	[14]
The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]
<b>The Employer is: The Executive Engineer (Project),HDMC. Hubballi</b>	[1.1]
<b>Authorised Representative: The Executive Engineer (Project),HDMC. Hubballi</b>	
The name and identification no. of the Contract is “ <b>Providing Litter Free Zones at Various Locations at Smart City Area</b> ”	[1.1]
The identification no. of the Contact is DMA/2017-18/OW/WORK_INDENT68855	[1.1]
The Work consist of Please refer to Section 7: Scope and Specification	
The start date shall be the date of issue of notice to proceed with the work	[1.1]
The Intended Completion Date for the whole of the Works is <b>3 (Three) Months</b> with following milestone:	[17, 26]

Milestone dates:	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1	Minimum financial progress of Rs 30% of contract value	1 months
Milestone 2	Minimum financial progress of Rs 70% of contract value	2 months
Milestone 3	Minimum financial progress of Rs 100% of contract value	3 months

The Site Possession Date is: Date from the notice to proceed with the work.	[21]
The Defects Liability Period is two years	[31]
The Site is located in HUBBALLI-DHARWAD City Corporation and is define d in the drawing	[1.1] Table showing list of drawing.

Insurance requirements are as under:

[13]

	<b>Type of Cover</b>	<b>Minimum cover for Insurance</b>
(i)	Works and of Plant and materials	The sum stated in the Agreement ( Contract Value) plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party ( For Two )	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka minimum of Rs. 1.00 lakh per person and insurance shall cover minimum 4 persons

The liquidated damages for the whole of the works are 0.004% of the Contract Price per day and that for the milestones area sunder:

For Milestone 1: 30% of the 0.004% of the Contract Price per day [41]

For Milestone 2: 40% of the 0.004% of the Contract Price per day

For Milestone 3: 30% of the 0.004% of the Contract Price per day

The maximum amount of liquidated damages for the whole of the works is 10% (ten percent) of final contract price is 10% (ten percent) of final contract price. [41]

The amount of advance payment are ;

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilisation Advance	Deleted	

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

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 3 (three) months from the date of payment of first installment of advance, whichever period concludes earlier, 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.

The date by which “as-built” drawings in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be [48]

The 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]

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is 0.25 % of the contract value [48]

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

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.  
The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent.

[50.1]

**SECTION 7: SPECIFICATIONS**

**Attached separately in Volume II**

**SECTION 8: DRAWINGS**

- Nil -

## **SECTION 9: BILL OF QUANTITIES**

**Please refer in E-procurement portal.**

**Note:**

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.



**SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To: \_\_\_\_\_ [name of Employer]

\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

\_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_ [amount of guarantee] Rupees \_\_\_\_\_ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

# **Supply and Installation of Litter Bins, Roll- On Containers and Sign Boards for Litter Free Zone as a part of Smart City Project for Hubballi- Dharwad**

## **Volume II: SCOPE OF WORK AND SPECIFICATIONS**

<b>Client:</b>  <b>Hubballi-Dharwad Smart City Limited, Hubballi-Dharwad, Karnataka</b>	<b>Consultant:</b>  
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## 1. BACKGROUND

As a part of the Smart City Plan, Hubballi-Dharwad Smart City Limited (HDSCL) invites bid from eligible bidders for “**Litter Free Zone Project which involves installation of litter bins, roll-on containers and sign boards**” at different public places in the City of Hubballi-Dharwad. The Project will be implemented on Supply and Installation Contract.

## 2. SCOPE OF WORK

### 2.1. About Litter Free Zone

“Litter Free Zones” is one of the projects taken under smart city proposal made for Hubballi-Dharwad. This project aims towards Seamless solid waste management across the city for clean and green Hubballi. The aim of the project is to encourage citizens to keep their city litter-free by providing sufficient sustainable infrastructure for waste collection and to raise the public awareness of litter through sign boards and other social awareness programs. As Hubballi has a huge floating population, commercial and market areas need to be taken care of. Primary and secondary researches have been carried out on the project site to understand the existing situation. The strategies feasible for the locations were hence framed as part of the site visits.

### 2.2. Components of Litter Free Zone;

**Litter Free Zone has hard components and soft components. The hard components are being tendered out as a part of first phase of this project;**

The hard components in Litter Free Zone are

- Steel framed twin dust bins
- Bigger roll- on steel containers
- Sign boards indicating litter free zone

### 2.3. General Specifications

#### 2.3.1. BINS:

2.3.1.1 Each litter Bin should have 50 litres storage volume capacity, with total twin bins having a capacity of 100 L. It should have been manufactured in accordance AISI standards using Stainless Steel (SS304) and shaped to the required size through suitable process with smooth surfaces. Necessary test certificate in support of qualities of the Steel dustbins to be supplied is required from the corresponding/respective manufacture(s) of the Steel material. It is the duty of the selected bidder to obtain and submit this certificate(s) failing which the litterbins shall neither be received nor will be allowed for installation. The litter bins should be integrally attached with moulded lids/cover to prevent spill/overflow and spreading of smell. Each bin should have integral attachment or detachable attachment for pole mounting or for fixing over other available support

columns/struts/poles. Indicative dimension of the dustbins is enclosed as guidance in the table below in technical specifications.

2.3.1.2. Installation of the poles to mount and hold the waste bins shall be done with necessary clamp, bracket, nuts and bolts, fasteners. The poles shall be painted smooth with two coats of rubber based paint over two coats of suitable primer. The pole shall be manufactured of Mild Steel tubular section of diameter not less than 40mm with minimum wall thickness 3mm. Each pole shall be placed with foundation in cement concrete (1:2:4) below and above the ambient ground/surface level. The length of the pole should be such that the top of waste bins shall not be at a height of more than 1.35 m above the surface level and embedment below surface level shall be adequate (not less than 0.3m) to ensure stability of the mounting. Cement concrete coping above surface level with cement plastering (1:4) over the concrete are required to be done around each pole to prevent corrosion of the pipe/pole at bottom.

2.3.1.3. The twin dust bins shall be placed at equal distance along the given road length in a staggered fashion.

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### **2.3.2 Roll- On Containers**

2.3.2.2 The containers shall be made according to EN840-3. From 1.5mm Hot dipped Galvanized Sheet. The body parts of the bin shall be made through MIG welding.

2.3.2.3 It shall be having deeper combs which ensure optimum accommodation on the lifting device robust arms and facilitates the use of garbage collection vehicle.

2.3.2.4 There shall be provision for easier/ automatic lid opening while collecting waste with vehicle. Body edge and lid shall be designed for protection against rainwater. Lid relief spring shall be adjustable on site.

2.3.2.5 Liquid drain duct shall be provided at the bottom with a cap for liquid drain.

2.3.2.6 The bins will be provided with rollers of suitable capacity

2.3.2.7 The bins shall be painted smooth with two coats of rubber based paint of appropriate color, over two coats of suitable primer.

### **2.3.3 Sign Boards**

2.3.3.1 The sign boards indicating Litter Free Zone shall be as per Item No- 24.3- Dharwad Schedule of Rates 2016-2017 : 2.3.3.2 The sign boards shall be Retro-reflective Cautionary, mandatory & Informatory sign boards made out of cube corner micro prismatic grade sheeting conforming to Type XI standards of IRC:67:2012 specification & fixed over 4 mm thick Aluminum

Composite Panel sheet having minimum 0.3mm thick Aluminum skin on both sides & fixed over a support frame of MS angle of total height 2.70m with clear height of not less than 2.10m from the ground level to the bottom of the sign board and 60 cm below Ground level. The sign post shall be painted with one coat of red oxide paint and two coats of synthetic enamel paint of black and white colour with bands of 30cm height alternatively firmly fixed to the ground by means of foundation with M20 grade cement concrete of 45 cmx45cmx60cm.

2.3.3.3. 10 years warranty for Retro Reflective sheeting from the original sheeting manufacturer as per the clause 6.9 in IRC2012 & a certified copy of three years outdoor exposure report from an independent test lab for the product offered should be submitted by bidder.

2.3.3.4. The message to be printed on the board will be finalized by HDSCL.

2.3.3.5. The Sign boards shall also be placed at equal distances in the road side or in the specified location


#### 2.3.4 Other General Specifications

2.3.4.1. Bidder to submit a sample of the litter bin and mounting equipment's other than concrete embedment materials along with his/her/their proposal for verification, reference and record without which the bid shall be rejected.

2.3.4.2 After/during supply and delivery of the litter bins by the selected bidder, HDSCL may opt for random sample checking and testing through any competent third party authority/organization. Result of the test(s) and recommendation/decision of HDSCL based on the same shall be final and binding on the selected bidder.

2.3.4.3 Branding of the bins at suitable face(s) shall be done by the selected bidder as per direction of HDSCL using durable paint with or without engraving.

#### 2.4. Technical Specifications

Sl.No	Model and Size	Reference figure	No. required
1.	Pole Mounted Twin Bin (100 L) – Supply and Installation. Stainless Steel (SS304) - 50 litres (steel) , attached with Lid- Tilting Type M.S Pole : Square : 40x40 mm, Pole height 1350 mm with powder coating.- should be placed with foundation in cement concrete (1:2:4) below		1586

2.	1100 L STEEL PAINTED WASTE HANDLING BIN WITH FLAT METAL LID. 1.5mm Hot dipped Galvanized Sheet: 1.5 mm. (SILVER / GREEN PAINTED)- with rollers		26
3.	Sign Boards – Boards used for road marking - Dharwad PWD SOR- Item No 24.3, pno 182, sign boards for road signs less than 0.9 sq. m- supply and installation		229

### 2.5. Location of Twin Bins in Hubballi-Dharwad in major locations

Sl no.	Location	No of twin bins
1	Railway Station	5
2	Old Bus stand	4
3	New Bus stand	5
4	Nehru Stadium- Inside	3
5	JC Nagar main Road near PVR and Shoppers Stop	3
6	Duragadbail Circle	3
7	Railway station Bus stop	2
8	Rani Chennama Circle- (Near Kamat Hotel, Near Neeligin Road, Near Canara Bank ATM, Near Dajiben peth Road, Near PWD office)	5

<b>Sl no.</b>	<b>Location</b>	<b>No of twin bins</b>
9	M. G park( 4 inside, 2 outside)	6
10	I.T Park	2
11	Hosur Circle	4
12	BRTS Terminal	3
13	Akshay Park Bus stop	3
14	Urban Oasis mall	3
15	Big bazaar area	2
16	Tolankere Lake(4 inside, 2 outside)	6
17	Glass House Junction	2
18	HDMC office(4 inside , 2 outside on both gates)	6
19	New Bus station- Dharwad	10
20	mental hospital bus stop- Dharwad	2
21	Nadiger Park	4
22	Sandheri Geri Lake	10
23	Herikeri tank	4
24	Children park	10
25	Sanjeevini Park	4
26	Navalur Lake	8
27	Jubilee Circle	4
28	Gabbur	3
29	Electricity Grid	3
30	Oxford college	3
31	Unkal Lake	12
32	Shivanand nagar	3

<b>Sl no.</b>	<b>Location</b>	<b>No of twin bins</b>
33	Navanagar	4
34	Rayapur	2
35	KIMS	4
36	Alur Venkat Rao Circle	3
37	Court Circle	4
38	Old Bus Stand Circle	2
39	Saptapur Well Crossing	2
40	Karnatak College Circle	3
41	Gandhi Chowk	3
42	Toll naka Junction	3
43	RN shetty stadium	6
44	Azad Park	10
45	CBT- Dharwad	10
46	Kittur Chennama Park	6
47	Amargol lake	3
48	Mini Vidhan Soudha- Dharwad	10
49	Old DSP Circle	4
50	Herikeri tank	4
51	Dharwad Railway station	10
52	Rayapur Lake	3
53	Keshwapur Circle	3
54	Kamaripeth Police Station	3
55	BRTS bus stop	20
56	Vidyanagar park bus stop	2
57	Arts College bus stop	2
58	KLE college, BVB college	2



<b>Sl no.</b>	<b>Location</b>	<b>No of twin bins</b>
59	Unkal Cross	2
60	Sana College	1
61	Karnataka Educational and Scientific Society	2
62	Navanagar Bus stop near Navanagar Garden – near to APMC	1
63	Cancer Hospital	3
64	Karnataka Law university	2
65	KM Mahant PU college	2
66	Rayapur- Lake and Bus stop	2
67	Navaloor Bus stop(near to railway station)	2
68	SDM Medical College Bus stop	2
69	Navalur bus top (near to Navalur road)	1
70	Navalur lake	3
71	Gandhi Nagar Cross bus stop	2
72	Suvarna arts and PU college	1
73	Vidyagiri Bus stop	1
74	Yashoda magal karyalaya	1
75	Nettur Technical training corporation	2
76	Lakshmi Theatre, Sangam Theatre(2 each)	4
77	Amargol railway station	4
78	Navanagar Railway station	4
79	Old market- Hubli (2 sq.km)	100
80	Old market- Dharwad (1 sq.km)	50

## 2.6. Location of Twin Bins along roads in Hubballi-Dharwad

Sl.No	Location	Road length (km)	No of twin bins
1	Gokul Road( in ABD area) from Airport to Hosur Circle	5.310	21
2	BRTS corridor towards Dharwad from Hosur Circle	0.500	4
3	Hosur Unkal Bypass Road	0.890	6
4	PB Road from Hosur Circle to Rani Chennama Circle	0.850	6
5	From Rani Chennama to Karwar Road in front of Moir Memorial CSI Church	0.600	4
6	From Glass House Junction to MG Park boundary (inside ABD area)	0.350	3
7	From Rani Chennama Circle to new Hubli- Gallis( Divale Galli, Tadpatri Galli, Anchageri Galli)	1.540	9
8	Dajiban Peth road	1.100	8
9	Koppikar Road	1.100	8
10	Sree Shakti Road	0.340	3
11	JC nagar main Road from railway station bus stop	0.550	4
12	From Rani Chennama to Railway Station	1.350	12
13	Maulana Abdul Azad Road	0.950	6
14	Approach Road in front of Railway entrance to inside platform	0.470	4

Sl.No	Location	Road length (km)	No of twin bins
15	Akshay Park Bus stop to Tolankere lake	0.770	5
16	From Regional horticulture research station to UAS Dharwad sports arena	0.98	10
17	Around the University of Agricultural sciences	1.7	17
18	From Krishi Vignan Kendra to Dharwad institute of mental health	3.73	37
19	From SP office to Police Quarters Park and to Sandhan Geri Lake and Garden and Nadiger Park	2	20
20	From institute of mental health to Kelgeri Lake	3.63	36
21	From mental hospital bus stop to azad park	1.41	14
22	From Dharwad- Belgaum Road to Cattle Road and Maulapur Mosque	2.19	22
23	From Husainai Masjid to Quba Masjid	0.52	5
24	From old DSP circle to Bus Depot	1.84	18
25	Inside Maratha Colony	1.52	15
26	Old old DSP Circle to CB Nagar Bus stop	2.25	23
27	German Hospital Road	1.41	14
28	KC Park LIC Rd	0.8	8
29	From Azad Park to Shrinagar Park Bus stop	3.35	34
30	Roads around Karnataka College bus stop	1.63	16
31	From Azad Park to Vidyanagar Park	2.48	25

Sl.No	Location	Road length (km)	No of twin bins
32	(Mahatma Gandhi Chowk)Subash Rd to Hoysallapur road	0.9	9
33	Roads around Mini Vidhan Soudha	1.63	16
34	CB Nagar	1.98	20
35	CB Nagar to CTF Bus stop	2.8	28
36	Hubli- toll naka to rlwy ststn	1.13	11
37	Uday Circle bus stop to rlwy line	1.31	13
38	Basel Mission School Bus stop to Rlwy srtation (Malmaggadi)	1.31	13
39	CBT, super market and surrounding areas	2	20
40	Area beside court circle and sangam theatre	2.2	22
41	Maruti temple to NTT bus stop	0.34	3
42	Maruti temple to Hoysallapur Road near Herikeri Tank	0.7	7
43	CBT to Malapur Sheher	2.59	26
44	From JSS bus stop around Vidya giri	1	10
45	From Gandhi Nagra substation to Sub station	0.89	9
46	From Tejaswi Nagar bridge to Sonya Edu Trust	0.63	6
47	Navodaya nagar to Karnataka University	1.3	13
48	Cancer Hospital Bus stop to karnataka Circle bus stop	0.47	5
49	Navar Road to Post office	0.4	4
50	From Hubli Dharwad raod to APMC Market	1.22	12
51	APMC Market- Navanagar	5.3	53

<b>Sl.No</b>	<b>Location</b>	<b>Road length (km)</b>	<b>No of twin bins</b>
52	Sangoli Rayanna Nagar	0.95	10
53	Srinagar to Unkal Cross Bus stop	1.1	11
54	Unkal Cross to BRTS	2.19	22
55	New Cotton Market Deshpande Nagar	5.88	59
56	Keshwapur- Bhavanai nagar	2.1	21
57	Court Circle- LIC adjoining areas	2.14	21
58	New Hubli Market areas	5.59	56
59	Dakappa circle	1.1	11
60	Near Basavanna Nagar	1.6	16
61	New Eng school- Indi Pump (through old hubli Circle)	1.53	15
62	From Ahimsa Circle to Belamkar Oni Cross	1.46	15
63	Indipura circle - MTS colony	0.83	8
64	Old hubli circle- mair memorial church	1.38	14
65	Girani Chal Circle to Tumkur gali	0.8	8
66	Shirur Park Rd	2.16	22
67	Keshawpur bus stop tto Basant Nagar Bus stop	1.29	13
68	LIC Building to KIMS	1.48	15
69	Gabbur	2.32	23
70	Indipump Bus stop to NH_4	1.23	12
71	Ananda Nagar Road	1.43	14
72	Mavanur Road	1.3	13
73	From Islampur Mosul to Bidnal Nala	0.45	5

Sl.No	Location	Road length (km)	No of twin bins
74	From Adishakti Industries to Bidnal nala	0.45	5
75	From jannat nagar to Mavannur road	0.4	4
76	Islampur Road	0.8	8
77	Herepet to Bankapur Chowk and to Akkhonda Road	1.17	12
78	Patel Galli	0.66	7
79	Nekar nagar bus stop- chanbeashewar nagar	0.74	7
80	Navanagar bus stop to Bharikoppa durgah	1.48	15
81	80 feet road	3.27	33
82	Unkal cross bus top to Srinagar Circle	1.1	11
83	Akshay Park bus stop to Tolankere lake	1.4	14
84	Akshay Park Bus stop to Hubli Karwar Road (passing through Sidharooda math)	2.45	25
85	Hubballi Dharwad highway from Kamaripeth to Basavanna nagar	1.43	14
86	Amargol Amin bhavi road upto Chavadi Oni	0.9	9
87	Navalur Road upto Basaveshwara Nagar	1.19	12
88	From Tejaswi Nagar Bridge upto Tugikere Lake	2.67	27
89	Udaya Nagar Bus stop to Karntaka University Campus	2.25	22
90	Dharwad Belgaum Road to Dharwad Goa Road	1.39	14
91	Hoysalapur Road	0.88	9

**2.7. Location of Roll- On Containers**

Sl.No	Location	No.s
1	CBT – near existing dust bins	2
2	Rani Chennama Circle – free area near the centre with local fruit dwellers	2
3	Railway station over bridge	2
4	On Kopikkar Road near Nehru stadium	2
5	Ramalingeshwar Nagar Slum	2
6	Kamaripeth Market	2
7	Slums near Hosur	2
8	APMC- Hubballi	2
9	APMC- Dharwad	2
10	OLD bus stand- Dharwad	2
11	Railway station- dharwad	2
12	Dharwad- Market	2
13	MG Market- Hubballi	2
	<b>Total</b>	<b>26</b>

**2.8. Location of Sign Boards on Road Sides**

Sl.No	Location	Road length (km)	No.s
1	Gokul Road( in ABD area) from Airport to Hosur Circle	5.310	6
2	BRTS corridor towards Dharwad from Hosur Circle	0.500	1
3	Hosur Unkal Bypass Road	0.890	2
4	PB Road from Hosur Circle to Rani Chennama Circle	0.850	2
5	From Rani Chennama to Karwar Road in front of Moir Memorial CSI Church	0.600	2
6	From Glass House Junction to MG Park boundary (inside ABD area)	0.350	1
7	From Rani Chennama Circle to new Hubli- Gallis( Divale Galli, Tadpatri Galli, Anchageri Galli)	1.540	3
8	Dajiban Peth road	1.100	3

Sl.No	Location	Road length (km)	No.s
9	Koppikar Road	1.100	3
10	Sree Shakti Road	0.340	2
11	JC nagar main Road from railway sation bus stop	0.550	2
12	From Rani Chennama to Railway Station	1.350	3
13	Maulana Abdul Azad Road	0.950	3
14	Approach Road infront of Railway entrance to inside platform	0.470	2
15	Akshay Park Bus stop to Tolankere lake	0.770	3
16	From Regional horticulture research station to UAS Dharwad sports arena	0.98	1
17	Around the University of Agricultural sciences	1.7	2
18	From Krishi Vignan Kendra to Dharwad institue of mental health	3.73	3
19	From SP office to Police Quarters Park and to Sandhan Geri Lake and Garden and Nadiger Park	2	2
20	From institute of mental health to Kelgeri Lake	3.63	3
21	From mental hospital bus stop to azad park	1.41	1
22	From Dharwad- Belgaum Road to Cattle Road and Maulapur Mosque	2.19	2
23	From Husainai Masjid to Quba Masjid	0.52	1
24	From old DSP circle to Bus Depot	1.84	2
25	Inside Maratha Colony	1.52	2
26	Old old DSP Circle to CB Nagar Bus stop	2.25	2
27	German Hospital Road	1.41	1
28	KC Park LIC Rd	0.8	1
29	From Azad Park to Shrinagar Park Bus stop	3.35	3
30	Roads around Karnataka College bus stop	1.63	2
31	From Azad Park to Vidyanagar Park	2.48	2
32	(Mahatma Gandhi Chowk)Subash Rd to Hoysallapur road	0.9	1
33	Roads around Mini Vidhan Soudha	1.63	2
34	CB Nagar	1.98	2
35	CB Nagar to CTTF Bus stop	2.8	2
36	Hubli- toll naka to rlwy ststn	1.13	1
37	Uday Circle bus stop to rlwy line	1.31	1
38	Basel Mission School Bus stop to Rlwy srstation (Malmaggadi)	1.31	1
39	CBT, super market and surrounding areas	2	2
40	Area beside court circle and sangam theatre	2.2	2
41	Maruti temple to NTTF bus stop	0.34	1
42	Maruti temple to Hoysallapur Road near Herikeri Tank	0.7	1



Sl.No	Location	Road length (km)	No.s
43	CBT to Malapur Sheher	2.59	2
44	From JSS bus stop around Vidya giri	1	1
45	From Gandhi Nagra substation to Sub station	0.89	1
46	From Tejaswi Nagar bridge to Sonya Edu Trust	0.63	1
47	Navodaya nagar to Karnataka University	1.3	1
48	Cancer Hospital Bus stop to karnataka Circle bus stop	0.47	1
49	Navar Road to Post office	0.4	1
50	From Hubli Dharwad raod to APMC Market	1.22	1
51	APMC Market- Navanagar	5.3	2
52	Sangoli Rayanna Nagar	0.95	1
53	Srinagar to Unkal Cross Bus stop	1.1	1
54	Unkal Cross to BRTS	2.19	2
55	New Cotton Market Deshpande Nagar	5.88	2
56	Keshwapur- Bhavanai nagar	2.1	2
57	Court Circle- LIC adjoining areas	2.14	2
58	New Hubli Market areas	5.59	2
59	Dakappa circle	1.1	1
60	Near Basavanna Nagar	1.6	2
61	New Eng school- Indi Pump (through old hubli Circle)	1.53	2
62	From Ahimsa Circle to Belamkar Oni Cross	1.46	1
63	Indipura circle - mts colony	0.83	1
64	Old hubli circle- mair memorial church	1.38	1
65	Girani Chal Circle to Tumkur gali	0.8	1
66	Shirur Park Rd	2.16	2
67	Keshawpur bus stop tto Basant Nagar Bus stop	1.29	1
68	LIC Building to KIMS	1.48	1
69	Gabbur	2.32	2
70	Indipump Bus stop to NH_4	1.23	1
71	Ananda Nagar Road	1.43	1
72	Mavanur Road	1.3	1
73	From Islampur Mosul to Bidnal Nala	0.45	1
74	From Adishakti Industries to Bidnal nala	0.45	1
75	From jannat nagar to Mavannur road	0.4	1
76	Islampur Road	0.8	1
77	Herepet to Bankapur Chowk and to Akkhonda Road	1.17	1
78	Patel Galli	0.66	1
79	Nekar nagar bus stop- chanbeashewar nagar	0.74	1
80	Navanagar bus stop to Bharikoppa durgah	1.48	1
81	80 feet road	3.27	2
82	Unkal cross bus top to Srinagar Circle	1.1	1
83	Akshay Park bus stop to Tolankere lake	1.4	1

Sl.No	Location	Road length (km)	No.s
84	Akshay Park Bus stop to Hubli Karwar Road (passing through Sidharooda math)	2.45	2
85	Hubli Djarwad highway from Kamaripeth to Basavanna nagar	1.43	1
86	Amargol Amin bhavi road upto Chavadi Oni	0.9	1
87	Navalur Road upto Basaveshwara Nagar	1.19	1
88	From Tejaswi Nagar Bridge upto Tugikere Lake	2.67	2
89	Udaya Nagar Bus stop to Karntaka University Campus	2.25	2
90	Dharwad Belgaum Road to Dharwad Goa Road	1.39	1
91	Hoysalapur Road	0.88	1

### 2.9. Location of Sign Boards on Important places

Sl.No	Location	No of Sign Boards
1	Railway Station	2
2	Old Bus stand	2
3	New Bus stand	2
4	Nehru Stadium- Inside	1
5	JC Nagar main Road near PVR and Shoppers Stop	1
6	Duragdbail Circle	1
7	Railway station Bus stop	1
8	Rani Chennama Circle- (Near Kamat Hotel, Near Neeligin	1
9	M. G park( 4 inside, 2 outside)	1
10	I.T Park	1
11	Hosur Circle	1
12	BRTS Terminal	1
13	Akshay Park Bus stop	1
14	Urban Oasis mall	1
15	Big bazaar area	1
16	Tolankere Lake(4 inside, 2 outside)	1
17	Glass House Junction	1
18	HDMC office(4 inside , 2 outside on both gates)	1
19	New Bus station- Dharwad	1
20	mental hospital bus stop0- Dharwad	1
21	Nadiger Park	1
22	Sandheri Geri Lake	1
23	Herikeri tank	1
24	Children park	1
25	Sanjeevini Park	1
26	Navalur Lake	1
27	Jubilee Circle	1
28	Gabbur	1

Sl.No	Location	No of Sign Boards
29	Electricity Grid	1
30	Oxford college	1
31	Unkal Lake	1
32	Shivanand nagar	1
33	Navanagar	1
34	Rayapur	1
35	KIMS	1
36	Alur Venkat Rao Circle	1
37	Court Circle	1
38	Old Bus Stand Circle	1
39	Saptapur Well Crossing	1
40	Karnataka College Circle	1
41	Gandhi Chowk	1
42	Toll naka Junction	1
43	RN shetty stadium	1
44	Azad Park	1
45	CBT- Dharwad	1
46	Kittur Chennama Park	1
47	Amargol lake	1
48	Mini Vidhan Soudha- Dharwad	1
49	Old DSP Circle	1
50	Herikeri tank	1
51	Dharwad Railway station	1
52	Rayapur Lake	1
53	Keshwapur Circle	1
54	Kamaripeth Police Station	1
55	BRTS bus stop	1
56	Vidyanagar park bus stop	1
57	Arts College bus stop	1
58	KLE college, BVB college	1
59	Unkal Cross	1
60	Sana College	1
61	Karnataka Eductaional and Scientific Society	1
62	Navanagar Bus stop near nava nagar Garden – near to APMC	1
63	Cancer Hospital	1
64	Karnataka Law university	1
65	Km Mahant PU college	1
66	Rayapur- Lake and Bus stop	1
67	Navaloor Bus tsiop(near to ralway statn)	1
68	SDM Meccical College Bus stop	1
69	Navalur bus top (near to Navalur road)	1
70	Navalur lake	1
71	Gandhi Nagar Cross bus stop	1
72	Suvarna arts and PU college	1
73	Vidyagiri Bus stop	1
74	Yashoda magal karyalaya	1
75	Nettur Technical training corporation	1
76	Lakshmi Theatre, Sangam Theatre(2 each)	1
77	Amargol railway station	1
78	Navanagar Railway station	1

**2.10. Synopsis of Total Infrastructure- Litter Free Zone**

<b>Sl.No</b>	<b>Item</b>	<b>Nos.</b>
<b>1</b>	Twin frame steel dust bins-100 L	1586
<b>2</b>	Roll on steel containers	26
<b>3</b>	Sign Boards indicating litter free zone	229

**2.11. Scope of Work**

- The successful bidder will be responsible for Procurement and Installation of bins at specified locations of Hubballi-Dharwad city. The “Scope of Work” is given below; the bidder shall comply with applicable laws including but not limited to the local by-laws:
- Installation of bins at the designated sites identified by HDSCL as per the required specification for normal and disable friendly toilet as per the requirement mentioned in tables above
- Carrying out the installation in a safe and responsible manner without any inconvenience or danger to the public.
- All necessary activities related to cleaning and preparation of the site for installation of bins.
- All necessary civil work required for installation of the bin including foundation.
- Cleaning of all the debris and other material accumulated due to the construction.
- Repairing of the site, pavement, road, curb or other structure in case the same is damaged or affected due the construction.

**3. OTHER REQUIREMENTS:**

- 3.1. Bidders would need to submit their O&M expenditure information to the Engineer-in-Charge on a quarterly basis for the records of HDSCL.
- 3.2. Any deviation from the proposed design needs to be approved by the HDSCL.

**4. TESTING AND INSPECTION****4.1. Third Party inspection**

The charges for third party inspection, if any, would be borne by the Bidder.

**4.2. Site tests**

After erection at site, all components, equipment as described shall be tested to prove satisfactory performance and /or fulfilment of functional requirements without showing any sign of defect as individual equipment and as well as a system.

**5. DELIVERY/COMMISSIONING**

The commissioning of all the bins is 3 months (90 days) from the date of the contract signing or handing over of site whichever is later.