



CITY MUNICIPAL COUNCIL, UDUPI

**STANDARD TENDER DOCUMENTS FOR
PROCUREMENT OF WORKS**



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A. General

1. Scope of Tender

- 1.1 The **City Municipal Council** invites tenders 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 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 Tenderer:

- 3.1 All tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of Tender and 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. 2004-2005 to 2008-2009)

- (a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of Rs. (usually not less than two times the estimated annual payments under this contract)*
- (b) Satisfactory completed (at least 50% of the contract value), as prime Contractor, at least one similar work such as of value not less than Rs. (usually not less than 50% of the electrical works)* in any one year.
- (c) executed in any one year, the following minimum quantities of work
- Cement concrete (including RCC and PSC)cum
 - earthwork in both excavation and embankment (combined quantities).....cum
 - cum
 - cum
- (usually 80% of the peak annual rate of construction)
- (d) The tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. (usually not less than 50% of the electrical works)* in any one year.

(e) The Tenderer or his identified sub-contractor should process valid license for executing water supply /sanitary engineering works and should have executed similar water supply sanitary engineering works totaling Rs..... (usually not less than 50% of the water supply sanitary engineering works)*in any one year

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning the following key and critical equipment for this work

-
-
-
-

(b) liquid assets and/or availability of credit facilities of no less than RsLakhs (Credit lines letter of credit/certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period)*)

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 resource to meet the aggregate of the qualifying criteria for the individual contracts.

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

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

Where

A= Maximum value of civil engineering works executed in any one year during the last five years (updated to -----9 price level) taking into account the completed as works in progress.

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

B= Value, atprice level, of existing commitments and on-going works to be complete during the nextyears (period of completion of the works for which tenders are invited)

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 the Employer in charge, not below the rank of an Executive Engineer or equivalent.

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

- made misleading or false representation 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 rational justification.

B. Tender documents

Content of Tender documents

The set of tender documents shall have all the Sections given in page 2:

Both the sets should be completed and returned with the tender.

Amendment of Tender documents

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

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.

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 12.2 below.

Preparation of Tenders.

Document comprising the Tender

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

6.1.1 First Cover

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

6.1.1 First Cover

- (c) The Tender (in the format indicated in Section 4).
- (d) 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.**

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

Tender price

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.

The Tender shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bil of Quantities along with total tender price (both in figures and words).

Items for which no rate or price is entered by the Tenderer will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any shall be made by crossing out, initialing, dating and rewriting.

- 7.3 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.
- 7.4 The rates and prices quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

8. Tender Validity

- 8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive
- 8.2 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 Tenderer's 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 9 in all respects.

9. Earnest money deposit

- 9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of and may be in the form of Banker's cheque/Demand draft/pay Order, in favour of payable ator cash or specified small savings Instruments pledged to
- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in sub-clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.
- 9.4 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 8.1
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the tenderer has signed the Agreement and furnished the required performance Security.
- 9.6 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 19: or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - sign the Agreement; or
 - furnish the required Security deposit

10. Formate and signing of Tender

- 10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as describe in Clause 6 of these instruction to Tenderer and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.
- 10.3 The Tender shall contain no alterations or additions, except those to comply with instruction issued by the employer or as necessary to correct errors made by the Tenderer in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The Tenderer shall seal the original and a copy of the tenderer in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY” These envelops (called as inner envelops) shall then be put inside one outer envelope.

11.2 The inner and outer envelops shall

(a) be addressed to Employer at the following address:

.....

.....

(insert address of office for Tender submission) and

(b) bear the following identification:

- Tender for(name of contract)

- Tender Reference No(insert number)

- DO NOT OPEN BEFORE(time and date for tender opening per Clause 15)

11.3 In addition to the identification required in sub-Clause 11.2, the inner envelops shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 13.

11.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at the address specified above no later than In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenderer by issuing an amendment in accordance with Clause 5 in which case all rights and obligations of the Employer and the tenderer previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

14. Modification and withdrawal of Tenders

- 14.1 Tenderer's may modify contents of First or Second Covers separately for each Cover or withdraw their tenders by giving notice in writing before the deadline prescribed in Clause 12.
- 14.2 Each Tenderer's modification separately for each cover or withdrawal notice shall be prepared Sealed marked and delivered in accordance with Clause 10 & 11 with the outer and inner Envelopes additionally marked “ **MODIFICATION FOR FIRST/SECOND COVER**” or “**WITHDRAWAL**” as appropriate.
- 14.3 No Tender may be modified after the deadline for submission of Tenders.
- 14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of tender validity specified in in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.
- 14.5 Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender Opening and Evaluation

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

- 15.1 The Employer will open First Covers of all the Tenderers received (except those received late or withdrawn) including, “ **MODIFICATIONS FOR FIRST COVER**”,made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at hours on the date and the place specified in Clause 12. 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.
- 15.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened.
- 15.3 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. Late and withdrawn Tenders will be returned unopened to tenders.
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3
- 15.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed on a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.

15.6 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.

16. Opening of Second Cover of qualified Tenderers and evaluation

16.1 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 the large cover containing the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of 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.

16.2 Envelops marked “MODIFICATION FOR SECOND COVER” shall be opened and the submissions therein read out in appropriate detail.

16.3 The Tenderers’ names, the Tender prices, the total amount of each tender, any discounts, Tender modifications and withdrawals and such other details as the Employer may consider appropriate will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 16.3

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation for the award of a contract shall not be disclosed to be 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.

18. Clarification of Tenders

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 break downs of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

Subject sub-clause 18.1, 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.

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.

19. Examination of Tenders and determination of responsiveness

Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirement of the Tender documents

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.

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.

20. Correction of errors

20.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b)

21. Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.2 In evaluating the Tenders, the employer will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
making any correction for errors pursuant to Clause 20; and
making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5

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

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 24, 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 provision of Clause 3.

23. Employer’s right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 22, 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.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer Prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution. Completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”)

24.2 The notification of award will constitute the formation of the contract, subject only to the furnishing Security deposit in accordance with the provisions of Clause 25

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 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

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.

25. Security deposit

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 10% of the Contract price:

- Cash or
- Banker’s cheque/Demand draft/Pay Order in favour ofpayable at
.....or
- A bank guarantee in the form given in section 10; or
- Specified Small Savings Instruments pledged to

If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

The Security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The GOK requires that the Tendeers/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.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the conditions of contract.

Qualification information

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

1.1 Constitution or legal status of Tenderer
Place of Registration

[Attach copy]

Principal place of business:

(Attach copy)

1.2 Total value of civil engineering construction
Works executed and payments received in the five years
(in Rs. Lacs)¹⁷

}	2004-05	Rs.
	2005-06	Rs.
	2006-07	Rs.
	2007-08	Rs.
	2008-09	Rs.

Item of work for which data is requested should tally with specified in ITB Clause 3

Upto data to the Financial year in which the tenders are invited Financial turnover of previous year shall be given a weight of 10% per year to bring them to price level of FY in which the tender are in invited

14(b)

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

Year	Name of Work	Name of Employer	Quantity of work performed (cum)			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2004-05						
2005-06						
2006-07						
2007-08						
2008-09						

15(a)

B) Works for which Tenders already submitted:

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

Attach Certificate from Engineers in charge (for column 7)

15(b)

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

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

1.7 Reports on the financial standing of the tenderer, such as profit and loss statement and auditor's reports for the last five years;

Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

Name, address and telephone, telex and fax numbers of the Tenderer's 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/Sis 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 requirement for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manager

Address.....

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

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

1.12 Information on litigations in which the Tenderer is involved:

Other party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

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SECTION 4: FORMS OF TENDER

Form of Tender

Description of the Works:
.....
.....
.....

Tender

To :

Address :
.....

GENTLEMEN.

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

.....

.....[in figures]

(.....)

[in letters]15

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

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

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

We attach herewith our current income – tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer
.....
.....
.....

SECTION 5: CONDITION OF CONTRACT
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F. Special Conditions of Contract

Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.
- Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
- Compensation events** are those defined in Clause 34 hereunder.
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
- accordance with Sub Clause 38.1
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
- The **Contract Data** defines the documents and other information which comprise the Contract.
- The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
- The **Contractor's Tender** is the completed Tender documents submitted by the Contractor to the Employer.
- The **Contract price** is the 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 **defects** is any part of the Works not completed in accordance with the Contract.
- The **Defects liability** period is the period named in the Contract Date 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 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

2.3 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 decided contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of this 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 delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

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.
- 9.1.1 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) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design

12. Contractor's risks

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

13. Queries about the Contract Data

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

14. Contractor to construct the Works

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

15. The Works to be completed by the Intended Completion Date

- 15.1 The Contractor may commence execution of the Works on the Start Date and complete them by Intended Completion Date.

16. Safety

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

17. Discoveries

- 17.1 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.

18. Possession of the Site

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

19. Access to the Site

- 19.1 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.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the site located.

B. Time Control

21. Program

21.1 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.

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 is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 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.

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.

23. Delays ordered by the Employer

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

24. Management Meetings

24.1 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. 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

25. Identifying defects

25.1 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.

26. Tests

If the Employer instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defects 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.

27. Correction of defects

27.1 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. 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.

28. Uncorrected defects

28.1 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**29. Bill of Quantities (BOQ)**

29.1 The BOQ shall contain items for the construction, installation, testing and commissioning work done by the Contractor

29.2 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 the each item.

30. Variation

30.1 The Employer shall have power to order the Contractor to do any or all of the following as consider necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ)

(b) Omit any item of work.

(c) Change the character or quality or kind of any item of work.

(d) Change the levels, lines. Positions and dimensions of any part of the work

(e) Execute additional items of work of any kind necessary for the completion of the works ; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instruction in this connection, which may be given to him in writing by the Employer and such alteration shall not or invalidate the contract.

30.3 Variations shall not be made by the contractor without an order in writing by the Employer, provide that no order in writing shall be required for increase or decrease in the quantity of an item appear in the BOQ so long as the work executed conforms to the approved drawings.

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

31. Payment for variations.

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill Quantities shall be made at the rates quoted by the Contractor.
- 31.2 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 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.
- 31.3 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 or 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.
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported analysis of the rate or rates claimed, with in 7 days.
- 31.5 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 – the Variation on the Contractor's costs.
- 31.6 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.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

- 32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 32.2 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.
- 32.3 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.

33. Payments

- 33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay Contractor the within 60 days of submission of bill.
- 33.2 Items of 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.

34. Compensation events.

- 34.1 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 Contractor Data.
- (b) The Employer orders a delay or does not issue drawing, specifications or instructions required for execution of works on time.
- (c) The Employer instructs the Contractor to uncover or 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.

34.2 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.

34.3 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.

34.4 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.

35. Tax

35.1 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.

36. Liquidated damages.

36.1 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. 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.

36.2 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.

37. Cost of repairs.

37.1 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

38. Completion

38.1 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.

39. Taking over

39.1 The Employer shall be take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account.

40.1 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 Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's accounts if it is correct and complete. If it is not, the Employer shall be 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 with in 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built"²⁸ Drawing are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawing 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.

42. Termination

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

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

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer;

(b) the Employer instruct the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date the Submission of the Bill by Contractor.

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

²⁸ Completion drawing

determined by the Employer;

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

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

42.3 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 Claus 42.2 above, Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 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.

43. Payment upon Termination

43.1 If the Contract 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 in 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.

43.2 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 Contract’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.

44. Property

44.1 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.

45. Release from performance

45.1 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.

G. Special Conditions of Contract

1. Labour:

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

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

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by existing labour enactments and rules made there under. Regulations, notification 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 --- 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 reimburse, such amounts as may be necessary to cause or observe or for non –observance of the provisions stipulated in the notification / 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 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 employed of the Employer at any point of time.

3. Protection of Environment:

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from population, noise or other causes arising as 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, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government of the local authority.

[Add other Clauses specific to the work for which tenders are invited]

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 Employer is :	[1.1]
Name: _____	
Address: _____	
Name of authorized Representative: _____	
The name and identification number of the Contractor is	

[insert name and number as indicated in the Invitation for Tenders].	[1.1]
The Works consist of -----	
[brief summary, including relationship to other contracts under Project]	
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	[15,22]
Of the Work is ----- ²⁹	
The following documents also form part of the Contract:	[2.2]

The Site Possession Date is : ³⁰	[18]
The Site is located at _____	[1.1]
And is defined in drawing nos. _____	

The Defects liability damages period is days ³¹	[27]
The liquidated damages for the whole of the works are	[36]
Rs. _____ (amount) per day ³²	
The maximum amount of liquidated damages for the whole of the works	[36]

²⁹ At the time of preparation of the tender document give the period give period required for completion of work. When the Agreement is drawn after award of contract the dates can be put in

³⁰ At time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example “one week after the issue of work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 month) ³² The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred. Is ten percent of final contract price.

The date by which “as – built”³³ drawing (in scale .. 34) in 2 sets are required is within 30 days of issue of certificate completion. [41]

The amount to be withheld for failing to supply “as built”³⁵ drawing by the date required is Rs. _____ [41]

The following events shall also be fundamental breach of the contract: [42.2]

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 36 percent. [43.1]

³³ Completion drawings

³⁴ Specify the scale

³⁵ The amount should be sufficient to get the completion drawing prepared by alternative agency in case the contractor fails to submit.

³⁶ Change if need be. It should be sufficient to get the balance of works completed by alternative agency.

