

**KARNATAKA RURAL INFRASTRUCTURE
DEVELOPMENT LTD,
(FORMERLY KARNATAKA LAND ARMY
CORPORATION LIMITED)**

Inviting Tenders for Design Supply and Erection of Pre –
Engineered Building structure for Construction of Waste
Processing Plants in Bangalore Urban Dist. Bangalore.

Individual Works

1. CHIKKANAGAMANGALA
2. KCDC KUDLU
3. CHIMASANDRA



Tender Document Schedule and Address

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

Sl. No.	Particulars	Description
1	Name of Project	Construction of Waste Processing Plants at 3 Locations Bangalore Urban Dist. Bangalore.
2	Tender reference number	EE-1/KRIDL/BBMP/2014-15/424
3	Date of Publishing of Tender document on the website	14/08/2014
4	Last date and time for submission of Tender	28/08/2014, @ 15:00 Hours (3:00 pm)
5	Date and time of Tender Opening	28/08/2014 @ 16:30 Hours (4:30 pm)
6	Place of Tender submission & opening of Tender	Office of the Superintendent Engineer, KRIDL, BBMP Zone , Sri Shivakumaraswamy Nilaya, #280, 59th Cross, 17th C Main, 3rd Y Block, Rajajinagara, Bangalore-560 010
7	Name and address for communication	Executive Engineer- 1, KRIDL, BBMP, No. 52, 4 th Floor , Prastige Hosto Chambers, 1st Main, Sheshdirpuram Bangalore-560 020, Phone No: 9449863026
10	Supporting Document/information to be provided	Name and Registered office of Firm - Head office and office likely to deal with contact detail, Type of Firm- its management structure & list of Directors and Key Person contact, Turn Over of Last 3 Years, Major Customer and reference, PAT for last 3 years, Details of Bankers & Credit facility enjoyed, Major Court/legal Case, VAT/CENVAT/Sales Tax Registration certificate, PF /ESI No, PAN No, Service Tax Registration No, Manufacturing/Trade License No, TAN No, Product Brochure.

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

NOTICE INVITING TENDERS (NIT)

1. Sealed tenders are invited from PEB Manufacture and supplier for above mentioned job at **Construction of waste processing Plants at 3 locations Bangalore Urban Dist. Bangalore**, also available at our web site www.kridl.gov.in

2. Tender Reference Number : EE-1/KRIDL/BBMP/2014-15/424,
Dated: 14/08/2014

3. Name of Work : Design Supply and Erection of
Pre – Engineered Building
structure for Construction of
waste processing Plants at 5 locations in Bangalore
Urban Dist. Bangalore.

4. Amount Put to Bid, EMD and Period of Construction

Location	Amount Put to Tender (Rs. in lakhs)	EMD (Rs. in lakhs)	Period of construction from the date of issue of Work Order (In Weeks)
Chikkanagamangala	560.00	5.60	8
KCDC Kudlu	620.00	6.20	8
Chimasandra	225.00	2.25	8

6. Last Date and Time for Tendering : 28/08/2014 @ 15:00 Hours (3:00 pm)

7. Date and Time for Tender opening : 28/08/2014 @ 16:30 Hours (4:30 pm)

8. Place of Submission of Hard Copies : Office of the Superintendent Engineer, KRIDL,
BBMP Zone , Sri Shivakumaraswamy
Nilaya, #280, 59th Cross, 17th C Main, 3rd
Y Block, Rajajinagara, Bangalore-560 010

9. Contact Person : N.Balasubramaniam, EE, KRIDL, BBMP, No. 52, 4th
Floor, Prestige Hosto Chambers, 1st Main, Sheshdirpuram
Bangalore-560 020, Phone No: 9449863026

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

Section -2 Instruction to Bidders

A. General

1. Scope of Bid

- 1.1. The Karnataka Rural Infrastructure Development Limited (KRIDL)(referred to as Employer in these Documents) invites bids for the construction of works as detailed in NIT. The bidder may submit bids for any or all the works detailed in the table given in NIT.
- 1.2. The Scope of work is construction of Pre- Engineered Steel Buildings for Waste Processing Plants in 5 locations of Bangalore Urban Dist which shall include design, fabricate, supply and erection of Structural Steel System, Metal Roofing System, Wall System (Cladding), provision for EoT cranes etc. as mentioned in Section 2, Technical specifications and the drawings.
- 1.3. The successful bidder will be expected to complete the works by the intended completion date specified in the bid document.

2. Source of Funds

- 2.1. The said works will be funded by Government of Karnataka through Karnataka Urban Infrastructure Development and Finance Corporation (KUIDFC), the Nodal Agency. These works are being implemented on behalf of Bruhat Bengaluru Mahanagara Palike (BBMP). KRIDL will be the executing Agency

3. Eligible Bidders

- 3.1. This *Invitation for Bids* is open to all bidders.
- 3.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by any public/state utilities in India (Format provided under proforma for Part II)..

4. Qualification of the Bidder

- 4.1. **A. *To qualify for award of the contract, each bidder in his name should have in the last five years i.e. 2009-10 to 2013-14:***

- (a) achieved, in **any three financial years** in the preceding 5 years , **a minimum financial turnover** (in all classes of PEB engineering works only) should not be less than 2 times the Amount Put to bid;
- (b) Satisfactorily completed, as a prime contractor, (or as subcontractor duly certified by the employer/main contractor) **at least two similar works** of a **value** not less than 80% of the Amount Put to Bid;
- (c) Vendor must have valid registration of PF, ESI, PAN, ST, TAN, (Relevant document to be attached)

(@) at 2013-14 price level. Financial turnover and cost of completed works of previous years shall be given weight age of 5% per year based on rupee value to bring them to 2013-14 price level.

- 4.2. All bidders shall provide Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.3. All bidders shall include the following information and documents with their bids:

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of PEB work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) the proposed methodology and program of construction including, backed with equipment, materials and manpower 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.

4.4. Bids from Joint Ventures are not acceptable

4.5 A. Each bidder should further demonstrate:

- (a) availability for this work of a Project Manager with no less than two years' experience in construction of similar engineering works and other key personnel with adequate experience .
- (c) liquid assets and/or availability of credit facilities of not less than **2 times the amount put to bid**. (Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.)
- (d) Each bidder must produce:
 - (i) A copy of PAN issued by Income Tax Authorities; and
 - (ii) An affidavit that the information furnished with the bid document is correct in all respects;

4.5 B. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for all the contracts in question.

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

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

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5 One Bid per Bidder

Each bidder shall submit only one bid for one work.

6 Cost of Bidding

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

7 Site visit

The Bidder, at the Bidder's 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 Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

8 Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda likely to be issued hence forth:

Invitation for Bids

Section	1	Notice Inviting Tender
	2	Instruction to Bidders
	3	Conditions of Contract
	4	Scope of Work
	5	Technical Specifications
	6	Drawings (Work wise)
	7	Price Bid (Work wise)
	8	Forms of Securities

8.2 The bid document is available online on the website www.kridl.gov.in and can be downloaded free of cost at the download link.

9 Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification may notify the authority inviting by email/fax/phone.

10 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum. The addendum will appear on the KRIDL website.

10.2 Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids,

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C. Preparation of Bids

11 Language of the Bid

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

12 Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

- (a) The Technical Bid
- (b) EMD/Bid Security
- (c) The Price bid
- (d) Relevant Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders in accordance with these instructions.

12.2 Bidders bidding for this contract together with other contracts stated in the NIT to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

13 Bid Prices

13.1 The contract shall be for the whole work as described in Sub-Clause 1.1, based on the quantity and unit price quoted by the bidder for the line items specified in the price bid.

13.2 The bidders shall fill in units, rates and price in the price bid (Both in figures and words) duly taking into consideration of the designs.

13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

14 Currencies of Bid and Payment

14.1 The prices shall be quoted by the bidder entirely in Indian Rupees.

15 Bid Validity

15.1 Bids shall remain valid for a period not less than **sixty days** after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing .

16 Earnest Money Deposit/ Bid Security

16.1 Bidders are required to pay the entire amount of bid security in the form of a Demand Draft/ Pay Order drawn in favour of "Executive Engineer-3, PIU, KRIDL, Bangalore" payable at Banaglore;

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- 16.2 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 above shall be rejected by the Employer as non-responsive.
- 16.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.
- 16.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.5 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17 Format and Signing of Bid

- 17.1 The bidder shall prepare one original of the documents comparison the bid as described in clause 12,. In the event of discrepancy between them, the original shall prevail
- 17.2 All pages of the bid where entries or amendments have shall be initialled by the person signing the bid

D. Submission of Bids

18 SEALING AND MARKING OF BIDS:

- 18.1 The Bidder shall submit his Technical and Financial bid separately in a Single Cover.
- 18.2 The Technical Bid shall be common irrespective of the number of works the bidder proposes to bid. However, the Financial Bid shall be separate for each work if the bidder wishes to bid for more than one work. EMD for each work along with Financial bid shall be submitted.
- 18.3 The Technical and Financial Bids shall be marked and sealed separately and then both the covers shall be placed in a single cover. The Single cover shall be marked as Techno Commercial bid.
- a) The inner and outer envelopes shall
Be addressed to the Employer at the following address:
Office of the Superintendent Engineer, KRIDL,
BBMP Zone , Sri Shivakumaraswamy Nilaya,
#280, 59th Cross, 17th C Main, 3rd Y Block,
Rajajinagara, Bangalore-560 010
 - b) Bear the following identification:
Bid for Construction of Waste Processing Plants at 5 Locations Bangalore Urban Dist. Bangalore.
NIT No: EE3/KRIDL/BBMP/2014-15/319 Dtd. 14.08.2014
DO NOT OPEN BEFORE: 21.08.2014 at 4:00 PM
- 18.4 The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened.
- 18.5 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 bid

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19 Deadline for Submission of the Bids

- 19.1 Bids must be received by the Employer on line not later than **15.00Hours on 28.08.2014**. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.
- 19.2 The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20 Late Bids:

- 20.1 Any bids received by the Employer after the deadline prescribed will be returned unopened to the bidder

21 Modification and Withdrawal of Bids

- 21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline of submission
- 21.2 No bid may be modified after the deadline for submission of Bids
- 21.3 Bidders may offer discounts to, or modify the prices of their bids only by submitting Bid Modifications in accordance with this clause, or included in the original bid submission

E. Bid Opening and Evaluation

22 Bid Opening

- 22.1 The Employer will open all the Bids received as specified above, including modifications made pursuant to Clause 21, at **16.30hours on the date 28.08.2014**. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.
- 22.2 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidders' name and such other details as the Employer may consider appropriate, will be recorded as bid opening summary.
- 22.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discount, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be recorded as bid opening summary. No bid shall be rejected at bid opening.
- 22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed.

23 Process to Be Confidential

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

24 Clarification of Bids

- 24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the

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response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

- 24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid

25 Examination of Bids and Determination of Responsiveness

- 25.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 25.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26 Correction of Errors

- 26.1 Bids 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 and figures and in words, the rate in word will govern;
and
 - b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity , the unit rate as quoted will govern

- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for correction if errors and, with the concurrence of the Bidder , shall be considered as binding upon the bidder, If the Bidder des noy accept the corrected amount the Bid will be rejected, and the bid security may be forfeited.

27 Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.
- 27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26; or
 - b) making an appropriate adjustments for any other acceptable variations, deviations; and

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(c) making appropriate adjustments to reflect discounts or other price modifications offered.

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

F. Award of Contract

28 Award Criteria

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

28.2 If, this contract is being let along with other contracts, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.

29 Employer's Right to Accept any Bid and to Reject any or all Bids

29.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

30 Notification of Award and Signing of Agreement

30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter . This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of employer within 7 days following the notification of award along with the Letter of Acceptance.

30.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

31 Performance Security

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

- in the form of a bank guarantee /DD

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- 31.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Commercial Indian bank acceptable to the Employer.
- 31.3 Failure of the successful bidder to comply with the requirements of sub-clause 31.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.
- (a) documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank; and

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PROFORMAS FOR INSTRUCTIONS TO BIDDERS

PROFORMA - 'A'

CONTRACTORS LIABILITY AND INSURANCE SUMMARY

Insurance Policy	Value of Insurance	Validity Period	Loss or Damage (covered under policy)	Damage loss or injury of any property of the employer or consultants and his agents and servants	Claim under Workmen Compensation act 1923, the Minimum wage act and Contract Labour Regulation and abolition act	Remarks

Details of further policies if any taken and the loss or damage if any under that policy may please be indicated separately at appropriate places.

.....
Signature of CONTRACTOR

Address:

.....

Witness : _____

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PROFORMA 'B'

REPORT OF VIRTUAL COMPLETION

[Draft of letter to be written by the CONTRACTOR to the EMPLOYER in connection with the Virtual Completion Certificate]

Having executed the works in terms of the Contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with the materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

We also like provide our commitment that any works comes out during the defect liability period can be attended within 2 days' time after intimation to us.

SIGNATURE and SEAL OF THE CONTRACTOR

EQUIPMENT TO BE DEPLOYED AT SITE

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The tenderer shall specify in the form given below list of proposed Equipment to be deployed for the work is awarded to the tenderer.

S.No.	Type	Number	Make	Capacity	Location	Owner
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SIGNATURE OF THE TENDERER

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SCHEDULE OF PROPOSED SITE ORGANISATION

The tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Client.

Bio-Data of Site-in-Charge & Key Personnel

SIGNATURE OF THE TENDERER

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Bidder's Information

A. Details of the Bidder

S. No.	Particulars	Description
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Ltd./ Pvt. Ltd.)	
4	Details of Incorporation of the Company (Certificate of incorporation to be submitted alongwith Technical Bid)	Registration No. Date : Place:
5	Details of Commencement of Business	Date:
6	Valid Sales Tax Registration No.	
7	Valid Service Tax Registration No.	
8	Permanent Account Number (PAN)	
9	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
10	Tel. No. (with STD Code)	
11	E-mail of contact person	
12	Fax No. (with STD code)	
13	Website address	

B. Financial Details (as per audited Balance Sheets) (in Cr)

S. No.	Particulars	Year		
		2011-12	2012-13	2013-14
1	Net Worth			
2	Turnover			
3	Profit (PAT)			

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SECTION – 3 -GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS :

In construing these conditions and the technical specifications, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- (a) **“Owner”/ “EMPLOYER”/ “Client”** shall mean KRIDL, BBMP Zone, Bangalore and shall include his/their heirs, legal representatives, assignees and successors.
- (b) **“The CONTRACTOR or CONTRACTORS”** shall mean the person or the persons, firm or company whose tender has been accepted by the owner and shall include his/their heirs and legal representatives and the permitted assigns.
- (c) **“PEB”** shall mean the Pre-Engineered Building System.
- (d) **“Engineer”** shall mean the persons employed by the Client for the said work.
- (e) **“Works or work”** means the permanent or temporary work(s) described in the “Scope of work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings, and things of all kinds to be provided, the obligations of the contract hereunder and the work to be done by the CONTRACTOR under the contract.
- (f) **“The Site”** means the premises, into or through which work is to be executed under the contract or any adjacent premises which may be allotted or used for the purpose of carrying out the contract.
- (g) **“Contract Documents”** shall include the notice inviting Tenders, the General Conditions of Contract, the special conditions of contract and drawings pertaining to the work. All sections of this Contract Document are to be read together.
- (h) **“Drawings”** shall mean the drawings prepared by the EMPLOYER/ Consultant and issued by the Consultant/ site Engineer and referred to in the specifications, description of items etc. and any modifications of such drawings as may be issued by the EMPLOYER/ Consultants/ site Engineer from time to time approved in writing by the Consultant and such other drawings as may from time to time be furnished or approved in writing by the Consultant.
- (i) **“Specifications”** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the EMPLOYER / Consultant time to time.
- (j) **“Market Rate”** means the rate as decided by the EMPLOYER on the recommendations of the EMPLOYER/Consultant based on the cost of materials and labour at site where the work is to be executed plus the percentage mentioned elsewhere to cover all overheads and profits.

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(k) “**Schedule(s)**” referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.

2. SCOPE OF CONTRACT

Work to be carried out-

The CONTRACTOR shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the EMPLOYER. The Client may in absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as “instructions” reflected either in the minutes or in any other forms.

The EMPLOYER shall have the right to delete any item of work from the scope of contract and CONTRACTOR shall not make any extra claim on this account.

The CONTRACTOR shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, directions and explanations given to the CONTRACTOR or his representative upon the works by the Client, if involving a variation, be confirmed in writing by the CONTRACTOR within **7 days**, and if not dissented from in writing within a further 7 days by the client, such shall be deemed to be the client instructions within the scope of the contract.

If compliance with the EMPLOYER instructions involves any variation, such variation shall be dealt with under “prices for extras etc. Ascertainment of”

If the CONTRACTOR fails to comply with the EMPLOYER’s instructions **within a fortnight after the receipt of written notice** from the EMPLOYER requiring compliance with such instructions, the EMPLOYER may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

For the purpose of entering day to day instructions the **CONTRACTOR shall maintain at his own cost a “Site Instruction Book” in quadruplicate** in which the instructions shall be entered by EMPLOYER.

3. DRAWINGS AND SPECIFICATIONS

The work shall be carried out to the entire satisfaction of the Client and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the PEB CONTRACTOR duly checked and verified by the Consultant and the structural consultant and approved by CE, BBMP with such written instructions, directions and explanations as may from time to time be given by the EMPLOYER whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

The drawings enclosed with the tender are only for tender purposes and it is subjected to further modifications keeping unchanged the external dimensions.

4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings and Specifications taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the CONTRACTOR finds any discrepancy in the Drawings or between the Drawings, and Technical Specifications he shall immediately

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refer the same in writing to the EMPLOYER, who shall decide which shall be followed, and his decision shall be final and binding on all parties. The CONTRACTOR shall provide ground for himself and fresh water and power for carrying out of the works at his own cost.

The CONTRACTOR shall supply, fix and maintain at his cost during the execution of any works, all the necessary fittings, unit assemblies, accessories, hardware foundation bolts, terminal block for connections, cable glands and miscellaneous materials and accessories of items of work which are useful and necessary for efficient assembly and working of the equipment. The CONTRACTOR shall take down and remove any or all such material and accessories as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the EMPLOYER.

5. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:

The CONTRACTOR shall follow all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority.

The CONTRACTOR shall bring to the attention of the EMPLOYER all notices required by the said Acts, Regulations, Bye-laws to be given to any Authority by the EMPLOYER or the Architect and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works.

The CONTRACTOR shall indemnify the EMPLOYER against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any constructional plant, machine work or material used for in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The CONTRACTOR shall defend all actions arising from such claims, unless he has informed the EMPLOYER before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

6. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION :

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the EMPLOYERs instructions and the CONTRACTOR shall upon the request of the EMPLOYERs furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The CONTRACTOR shall at his own cost arrange for and/or carry out any test of any materials which the EMPLOYER may require. The CONTRACTOR shall carry all test related material on interval as prescribed in latest BIS code for testing of material. The CONTRACTOR shall submit the samples of various materials, for the approval of the EMPLOYER.

If the CONTRACTOR contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the EMPLOYER, his grounds for his contention, and thereupon the EMPLOYER shall decide whether the same is unobtainable in fact. If the EMPLOYER shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as to be substituted thereof and such order shall be deemed to be an order of variation, such order shall however be got approved by the client before issue.

8. THE SETTING OUT AND STRUCTURAL ALIGNMENT :

The CONTRACTOR shall at his own expense, set out the works accurately in accordance with the plans. The CONTRACTOR shall be solely responsible for the true and perfect setting out of the works, and for the correctness of

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the position, levels, dimensions and alignment or all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the CONTRACTOR shall at his own cost rectify such error if called upon to the satisfaction of the EMPLOYER. The work shall from time to time be inspected by the EMPLOYER and/or his/their representatives but such inspections shall not exonerate the CONTRACTOR in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

9. REMOVAL OF ALL OFFENSIVE MATTERS:

All unwanted materials intentionally or unintentionally brought onto the site shall not be deposited on the surface, but shall be at disposed off suitably by the CONTRACTOR as per the rules and regulations of the Local Authorities concerned.

10. OPENING UP WORKS:

The CONTRACTOR shall notify the EMPLOYER in writing immediately when the initial set up of works as shown in the drawing are ready with for EMPLOYER or its any representative inspections. After notifying the EMPLOYER he shall await instructions. If the CONTRACTOR puts in any parts of the structure before he has so notified the EMPLOYER and received instructions, he shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiency of the foundations. The CONTRACTOR shall, within such time as the EMPLOYER shall name open up for inspection any other work and should the CONTRACTOR refuse or neglect to comply with such requests, the EMPLOYER may employ the other workmen to open up the same. If the said work has been covered up in contravention of the EMPLOYER's instructions, or if on being opened up, it be found not in accordance with the drawings, and Specifications, or the instructions of the EMPLOYER, the expenses of opening and covering it up again, whether done by the CONTRACTOR or such other workmen shall be borne by and recoverable from the CONTRACTOR, or may be deducted from any money due or which may become due to the CONTRACTOR.

11. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS

The CONTRACTOR shall give all necessary personal superintendence during the execution of the works and as long thereafter as the EMPLOYER may consider it necessary until the expiration of the "Defects Liability Period" stated in Clause 19. The CONTRACTOR shall meet the EMPLOYER or his representative whenever required if so informed by the EMPLOYER.

The CONTRACTOR shall maintain and be represented on site, at all times while the work is in progress, by responsible and efficient **Engineer Incharge**, and who be constantly in attendance, while the men are at work. Any directions, explanations instructions or notices given by the EMPLOYER to such Engineer-Incharge shall be deemed to be given to the CONTRACTOR and shall be binding as such on the CONTRACTOR.

12. DISMISSAL OF WORKMEN:

The CONTRACTOR shall on the request of the EMPLOYER immediately dismiss from the works any person Employed thereon who may, in the opinion of the EMPLOYER, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the work without the permission of the EMPLOYER.

13. ACCESS TO WORKS:

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The Engineer, the EMPLOYER and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The CONTRACTOR shall give every facility to the Engineer and the EMPLOYER and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the EMPLOYER, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the CONTRACTOR shall obtain the written permission of the EMPLOYER for doing so.

14. ASSIGNMENT OR SUB-LETTING:

The work included in the Contract shall be executed by the CONTRACTOR and the CONTRACTOR shall not directly or indirectly transfer, assign or underlet the Contract or any part share thereof or interest therein, nor shall be take a new partner.

15. APPROVAL OF SUPPLIERS

For all supplies, the Contractor shall refer the list of suppliers/manufactures as provided in the technical specification in the bid document. In the event of the Contractor wanting to source from different suppliers the names of such manufacturers/brands have to be got approved by the EMPLOYER, as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, if any mandatory tests required to be conducted then the same shall be done from an approved laboratory at the cost of the CONTRACTOR.

16. VARIATIONS NOT TO VITIATE CONTRACT:

The CONTRACTOR shall when directed in writing by the EMPLOYER to omit from or vary any works shown upon the drawings or described in the specifications, carry out such directions but the CONTRACTOR shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the EMPLOYER. No claim for an extra shall be allowed unless it shall have been executed by the written authority of the EMPLOYER as herein mentioned. Any such extra is hereinafter referred to as an authorized extra. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract.

17. MEASUREMENT OF WORKS:

The EMPLOYER may from time to time intimate the CONTRACTOR that he requires the works to be measured and the CONTRACTOR shall forthwith attend or send a qualified representative to assist the EMPLOYER's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the CONTRACTOR omit to attend or neglect or omit to send such representative, then the measurements taken by the EMPLOYER or approved by him shall be taken to be the correct measurements. Measurements will also be checked/test checked by the EMPLOYER, for each trade, and for this the CONTRACTOR has to render all necessary assistance and co-operation.

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The CONTRACTOR or his representative may at the time of measurement take such notes and measurements as he may require.

18. UNFIXED MATERIALS :

When any materials intended for the works shall have been placed at site by the CONTRACTOR, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the EMPLOYER and when the CONTRACTOR shall have received payment in respect of any Certificate in which the EMPLOYER shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the EMPLOYER, and the CONTRACTOR shall be liable for any loss or damage to any such materials.

19. REMOVAL OF IMPROPER WORK AND MATERIALS :

The Client, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the EMPLOYER are not in accordance with the specifications or the instructions of the EMPLOYER and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the CONTRACTOR shall forthwith carry out such order at his own cost. In case of default on the part of the CONTRACTOR to carry out such order the EMPLOYER shall have power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by the CONTRACTOR, and shall be recoverable from him by the EMPLOYER from any money due or that may become due to the CONTRACTOR. If the correcting works are not done in accordance with the Contract, the EMPLOYER, may allow such work to be got done through other parties at CONTRACTORs risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the EMPLOYER as in their opinion may be reasonable.

20. DEFECTS AFTER COMPLETION :

Any defect or faults in the supplied and installed PEB System which may appear within the “**Defects Liability Period**” a period of twelve months after the **Virtual Completion of the work**, arising in the opinion of the EMPLOYER, be amended and made good by the CONTRACTOR at his own cost. In case if the default is repaired by the EMPLOYER by paying to other persons to amend and make good such defects shall be recoverable from the CONTRACTOR by the EMPLOYER or may be deducted by the EMPLOYER upon the EMPLOYER's certificate in writing, from the amount retained with the **EMPLOYER** or any money due or that may become due to the CONTRACTOR or the EMPLOYER may in lieu of such amending and making good by the CONTRACTOR, deduct from such money a sum, to be determined by the EMPLOYER, equivalent to the cost of amending such works, and in the event the said amount retained under special terms of contract (Certificate and Payments) and/or the other sums payable to the CONTRACTOR being insufficient, recover the balance from the CONTRACTOR.

Whenever the works pertain to or include the construction of any building, the CONTRACTOR shall be held responsible for the safety of the building for a period of Fifty years counted from the expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of Fifty years and affecting or likely to effect the safety of the building for which the CONTRACTOR has to furnish a certificate in respect to.

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21. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS :

The CONTRACTOR shall report in writing to the EMPLOYER, in the form of a Certificate as and when the works are completed in all respects. The EMPLOYER shall after the verification of the works issue to the CONTRACTOR a certificate to be called “Virtual Completion Certificate”, a copy whereof shall be withheld with the EMPLOYER to enable it to take possession of the completed works. **The defects liability period shall commence only from the date of issue of such certificate.**

22. OTHER PERSONS ENGAGED BY THE EMPLOYER :

The EMPLOYER reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and if required the CONTRACTOR is to co-ordinate and provide support for the execution of such work as per the instruction of EMPLOYER. CONTRACTOR shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

23. CONTRACTOR'S LIABILITY AND INSURANCE

- (a) From commencement to completion of works, the CONTRACTOR shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of lightning explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection), loss of materials in transit or any latent defect and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression from the commencement to completion of work shall mean the time commencing from the issue of the Work Order to the CONTRACTOR and ending with the expiry of defects liability period provided in the Agreement.

- (b) Before commencing the work, the CONTRACTOR shall without limiting his obligations and responsibilities under this condition, insure against any loss or life or injury to any personnel in the employment of CONTRACTOR/sub-CONTRACTOR/nominated sub-CONTRACTOR. For this purpose, an insurance shall be taken by the CONTRACTOR/Sub-CONTRACTOR. Such an insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act, 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workman's Compensation Act 1923, and employees workmen not covered by the said Act. All the premium shall be paid by the CONTRACTOR. Policy/Policies taken under this para for the personnel in employment with the CONTRACTOR/sub-CONTRACTOR may be in their EMPLOYER's names of the CONTRACTOR/sub-CONTRACTOR/nominated sub-CONTRACTORs. In the event of any loss or injury to personnel in employment with the CONTRACTOR/SubCONTRACTOR/nominated sub-CONTRACTORs, the Employee and CONTRACTOR shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the EMPLOYER.

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- (c) The CONTRACTOR shall at all times indemnify and keep indemnified the EMPLOYER against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the CONTRACTOR shall without in any way limiting his obligations and liabilities under this conditions, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the EMPLOYER and the Consultants and their property by or in the course of the execution of the works. **The Insurance policy to be so obtained by the CONTRACTOR shall be deposited by the CONTRACTOR with the EMPLOYER within seven days of its issue by the insurer.**
- (d) The CONTRACTOR shall provide the EMPLOYER with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to EMPLOYER.
- (e) The CONTRACTOR shall ensure that similar insurance policies are taken out by his Sub-CONTRACTORS or nominate CONTRACTORS, if any. The CONTRACTOR shall be responsible for any claim or loss resulting from the failure of the Sub-CONTRACTORS or nominated Sub-CONTRACTORS to obtain such insurance policy. While taking the insurance policies, CONTRACTOR should indicate clearly to the insurance companies that policies issued shall cover their Sub-CONTRACTOR and nominated SubCONTRACTORS also.
- (f) If the CONTRACTOR and/or his Sub-CONTRACTOR or nominated Sub-CONTRACTOR, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the EMPLOYER may, without being bound to effect and keep in force any such insurance policy and pay such premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the EMPLOYER from any money due or becoming due to the CONTRACTOR recover the same as a debt due from the CONTRACTOR
- (g) All insurance to be effected by the CONTRACTOR, and/or his Sub-CONTRACTORS, or nominated subCONTRACTORS, if any, shall be taken only with the insurance Company to be approved by the EMPLOYER.
- (h) Without prejudice to any of its obligations and responsibilities under this condition, **the CONTRACTOR shall, within 30 days from the date of the Work Order** submit a report to the EMPLOYER in Proforma 'A' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- (i) No work shall be commenced by the CONTRACTOR unless until he has obtained the insurance or insurances required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the CONTRACTOR unless and until such insurance is current and valid at that time. **All the receipts in original along with two photo copies thereof, for the payment of the premium shall be furnished by the CONTRACTOR to the EMPLOYER.** The original receipt will be returned to the CONTRACTOR after verification. The EMPLOYER reserves the right for payment on works done subject to fulfilment of this condition.
- (j) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the CONTRACTOR shall reinstate the installation, replace the materials or equipment

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or pay compensations to the effected personnel/Employees without waiting for settlement of the claim from insurance company.

- (k) If the CONTRACTOR shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the CONTRACTOR shall involve the EMPLOYER in any liability tortuous or otherwise and/or loss or damage, the EMPLOYER shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any amount due to the CONTRACTOR from the EMPLOYER under this Contract or any other Contract.
- (l) The client shall ensure the validity of the insurance policies. The CONTRACTORS shall hand over the insurance policies to the clients. Once delays are certified by the EMPLOYER, the CONTRACTORS shall have to ensure that the insurance Policies are progressively extended.

24. TO DEFINE TERMS AND EXPLAIN PLANS :

The various parts of the Contract are intended to be complementary to one another, but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the EMPLOYER shall be final and binding. The correction or any errors or omissions of the Drawings and Specifications may be made by the Engineer/ Architect, when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the drawings and specifications as a whole.

25. DATE OF COMPLETION

On receiving the work order the CONTRACTOR shall thereupon and forthwith begin the works as stipulated in the completion period.

26. DELAY AND EXTENSION OF TIME :

If in the opinion of the EMPLOYER the works delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the CONTRACTOR's own default or (d) by the works or delays of other CONTRACTORS or tradesmen engaged or nominated by the EMPLOYER and not referred to in Specifications or (e) by reason of the EMPLOYER's instructions as per clause (g), or (f) by reason of civil commotion, legal combination of strike or lockout affecting any of the building traders or (g) in consequence of the CONTRACTOR not having in due time necessary instructions from the EMPLOYER for which he shall have specifically applied in writing, ahead of time, giving the EMPLOYER reasonable time to prepare such instructions, the EMPLOYER shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lockout, the CONTRACTOR shall, as soon as may be, given written notice thereof to the EMPLOYER, but the CONTRACTOR shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the EMPLOYER to proceed with the work.

27. DAMAGES FOR NON-COMPLETION

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- (a) If the CONTRACTOR fails to complete the works by the date named in Clause 24 (date of completion) or within any extended time under clause 25 (Extension of Time) and if the EMPLOYER shall certify in writing on or before the date of issue of the Certificate for the last payment to which the CONTRACTOR may become entitled here under that the works could reasonably have been completed by the date or within the said extended time, then the CONTRACTOR shall pay or allow the EMPLOYER the sum to be worked out as **0.25% per week delay of the contracted cost** to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any amount due or which may become due to the CONTRACTOR. **The maximum amount of Liquidated damages shall be 10% of contract price.**
- (b) Without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the liquidated damages under the foregoing clause, the EMPLOYER shall be entitled to recover from the CONTRACTOR's compensation for any loss or damage arising to the EMPLOYER from such breach of the Contract or any breach of the Contract by the CONTRACTOR including compensation under the following heads.
- i) Compensation payable to the Other Agencies in consequence of the prolongation of the Contract period
 - ii) Compensation for the cost incurred by the EMPLOYER to maintain the on-site and off-site establishment in consequence of the breach of the Contract committed by the CONTRACTOR to so complete the work.
 - iii) Compensation for the cost incurred by the EMPLOYER to pay the rents of premises intended to be vacated upon the completion of the building under this Contract.
 - iv) Compensation for the loss of interest on the funds invested in the execution of works, such interest being at a rate 3% higher than the lending rate by the Nationalised Banks.
 - v) The deduction of such sum shall not, however, absolve the CONTRACTOR of his responsibility and obligations to complete the work in its entirety.

28. SUSPENSION OF WORKS

The CONTRACTOR shall, on receipt of the order in writing of the EMPLOYER suspend the progress of works or any part thereof for such time and in such manner as the EMPLOYER / Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons.

- a. On account any default on the part of the CONTRACTOR, or
- b. For proper execution of the works or part thereof for reasons other than the default of the CONTRACTOR, or
- c. For Safety of the works or part thereof.

The CONTRACTOR shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the EMPLOYER/ Consultant.

If the suspension is ordered for reasons (b) and (c) above: the CONTRACTOR shall be entitled to an extension of time equal to the period of every such suspension. No compensation shall be paid on this account.

If the works or part thereof is suspended on the orders of the EMPLOYER for more than three months at a time, except when suspension is ordered for reason (a) as mentioned above, the CONTRACTOR may after receipt of such order serve a written notice on the EMPLOYER requiring permission within fifteen days from receipt by the

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EMPLOYER of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the CONTRACTOR, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the EMPLOYER or where it affects whole of the works, as an abandonment of the works by the EMPLOYER, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the EMPLOYER. In the event of the CONTRACTOR treating the suspension as an abandonment of the contract by the EMPLOYER, he shall have no claim to payment of any compensation, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the EMPLOYER on the recommendations of the EMPLOYER/ Consultants may consider reasonable, in respect of salaries, and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the CONTRACTOR provided, the CONTRACTOR submits his claim supported by details to the EMPLOYER within 30 days of the expiry of the period of 3 months.

If the CONTRACTOR except on account of any legal restrain upon the EMPLOYER preventing the continuance of the works, shall suspend the works, or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in (Removal of improper work and materials), the EMPLOYER shall have power to give notice in writing to the CONTRACTOR requiring that the works be proceeded with a reasonable manner and with reasonable dispatch After such notice shall have been given, the CONTRACTOR shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the EMPLOYER shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. **If the CONTRACTOR shall fail, for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the EMPLOYER may enter upon and take possession of the work** and of all such plant and materials thereon intended to be used for the work, and the EMPLOYER shall retain and hold a lien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the EMPLOYER shall exercise the above power, he may engage any other person to complete the works and exclude the CONTRACTOR, his agents and servants, from entry upon or access to the same, except that the CONTRACTOR or any person appointed in writing may have access at all reasonable times during the progress of the works to inspect, survey and measure the works. Such written appointment or a copy thereof shall be delivered to the EMPLOYER before the person so appointed comes on to the works, and the EMPLOYER shall take such steps as may be reasonably necessary for completion of the works, without undue delay or expenses, using for that purpose the plant and materials above mentioned in so far as they are suitable and adaptable to such use. Upon the completion of the work the EMPLOYER shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the CONTRACTOR as aforesaid and in completing the works by other persons. Should the amount so certified as expenses properly incurred be less than the amount which would have been due to the CONTRACTOR upon the completion of the works by him, the difference shall be paid to the CONTRACTOR by the EMPLOYER, should the amount of the former exceed the latter, the difference shall be paid by the CONTRACTOR to the EMPLOYER. The EMPLOYER shall not be liable to make any further payment or compensation to the CONTRACTOR for or on account of the proper use of the plant for the completion of the works under the provision hereinbefore mentioned other than such payment as included in the Contract. After the works shall have been so completed by persons other than CONTRACTOR, under the provision hereinbefore contained, the EMPLOYER shall give notice to the CONTRACTOR, to remove his plant and all surplus materials as may not have been used in the completion of the works, from the site. If such plant and materials are not removed within a period of 14 days, after the notice shall have been given, the EMPLOYER may remove and sell the same holding the proceeds, less the cost of the removal and sale to the credit of the CONTRACTOR. The EMPLOYER shall not be so responsible for any loss sustained by the CONTRACTOR from the sale of the plant in the event of the CONTRACTOR not removing it after notice.

The EMPLOYER shall carry out checking/test checking of measurement as and when required.

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The final bill shall be submitted by the CONTRACTOR within six months of Virtual Completion Certificate received from the CONTRACTOR duly endorsed by the EMPLOYER and such bill shall be settled and certified for payment by the EMPLOYER within six months of the submission of the bill.

Payments upon the EMPLOYER's Interim Certificate shall be made within a period 3 months after such Certificates have been delivered to the EMPLOYER. CONTRACTOR shall, without fail, submit along with his R.A. Bills/Final Bills the test certificates of the EMPLOYER for basic materials all in conformity with latest relevant I.S. Codes, Such test certificates and result shall be presented to and certified for acceptance in consultation with the client before submission along with R.A. Bills/Final Bills.

29. NOTICES :

Notices of the EMPLOYER, Consultant/ Engineer to the CONTRACTOR may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is given or in the case of the CONTRACTOR by being left on the works. In the case of company or Corporation, Notices may be served at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

30. TERMINATION OF CONTRACT BY THE EMPLOYER :

If the CONTRACTOR being an individual or a firm, commits any "Act of Insolvency" or shall be adjudged as Insolvent or being an incorporated Company shall have an order for Compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the EMPLOYER that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the EMPLOYER.

Or if the CONTRACTOR (whether an individual, firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the CONTRACTOR.

or shall assign or sub-let the Contract. or if it

is noticed that the **CONTRACTOR**

- 1) has abandoned the Contract, or
- 2) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the EMPLOYER written notice to proceed, or
- 3) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- 4) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the EMPLOYER written notice that the said materials or work were condemned and rejected by the EMPLOYER under these conditions, or
- 5) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the CONTRACTOR for seven days after written notice shall have been given to the CONTRACTOR requiring the CONTRACTOR to observe or perform the same, or

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- 6) Has the detriment of good workmanship or in defiance of the EMPLOYER instructions to the contrary sublet any part of the Contract.

Then not limited to any of the said cases the EMPLOYER may, notwithstanding any previous waiver, after giving seven days' notice in writing to the CONTRACTOR, terminate the Contract but without thereby affecting the obligations and liabilities of the CONTRACTOR, the whole of which shall continue in force as fully as if Contract has not been terminated and as if the works subsequently executed had been executed by or on behalf of the CONTRACTOR. And further, the EMPLOYER, may enter upon and take possession of the work and all plant, tools, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by mean of his own servants and workmen carrying on and completing the works or by employing any other CONTRACTORs or other persons to complete the works, and the CONTRACTOR shall not in any way interrupt or do any act, matter or things to prevent or hinder such other CONTRACTOR or other person or persons employed for completing and finishing or using the materials and plant for the works. **When the works shall be completed or as soon thereafter as convenient, the EMPLOYER shall give a notice in writing to the CONTRACTOR to remove his surplus materials and plant, and should the CONTRACTOR fail to do so within a period of 14 days after receipt thereof by him the EMPLOYER shall set the same by public auction,** and shall give credit to the CONTRACTOR for the amount realized after deducting therefrom the costs of removal and sales by the EMPLOYER for the values of the said plant and material so taken possession of by the EMPLOYER and the expense or loss which the EMPLOYER shall have been put to in procuring the works to be completed and the amount, if any, owing to the CONTRACTOR and the amount which shall be so certified shall thereupon be paid by the EMPLOYER, to the CONTRACTOR, or, by the CONTRACTOR to the EMPLOYER, as the case may be, and the certificate of the EMPLOYER shall be final and conclusive between the parties. On termination of the Contract, the CONTRACTOR shall forthwith remove himself and his workmen from the works site.

31. REPORTING :

The CONTRACTOR shall on weekly basis submit a progress report stating the progress of works along with recent photographs.

32. FORECLOSURE OF CONTRACT IN FULL OR IN PART :

If at any time after acceptance of the tender, the EMPLOYER shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the CONTRACTOR in writing to that effect and the CONTRACTOR shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The CONTRACTOR shall be paid at the Contract rates full amount for works executed at site, and in addition, reasonable amount as Certified by the EMPLOYER for the value of such materials (which material shall thereupon become the property of the EMPLOYER) and also such further allowances as the EMPLOYER may think reasonable and fair in respect of (a) any expenditure incurred by the CONTRACTOR towards preliminary works etc. and (b) other reasonable and proper engagement the CONTRACTOR may have entered into for carrying out the work.

33. INSPECTION OF SITE AND SUFFICIENCY OF TENDER :

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- (a) The CONTRACTOR shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground, and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- (b) The CONTRACTOR shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and prices quoted, which prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.
- (c) No extra charges consequent to any misunderstanding or otherwise shall be allowed.

34. Permission from Statutory Bodies :

The CONTRACTOR shall comply with and give all notices required under any law, rule, regulations, or byelaw of parliament, State Legislature or Local Authority relating to works. The CONTRACTOR shall before commencing the execution of work issue a certificate to the EMPLOYER that he has obtained all the permissions/Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, the Police permission etc.

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SPECIAL CONDITIONS OF CONTRACT

1. SAFETY DURING EXECUTION OF WORK:

- 1.1 CONTRACTOR shall supply sufficient no of fire extinguishers and fire buckets to site during the erection of PEB Structures. All Safety gadgets shall be provided to all the personnel working at site and additional safety precautions shall be taken for working at height such as providing double harness safety belts etc. Scaffolding needs to be provided at height above 1.50 Mtr. Proper earthing, panel, shed shall be provided for all welding equipment and generators.
- 1.2 The CONTRACTOR shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however, and wherever occurring on the works, to the EMPLOYER. This shall be without prejudice to the responsibility of the CONTRACTOR under the Insurance Clause of the General Conditions.
- 1.3 Above all CONTRACTOR shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protection work necessary for the purpose. All work shall be done at the CONTRACTORS risk, and if any loss or damage shall result from fire or from other cause, the CONTRACTOR shall promptly repair or replace such loss or damage free from all expenses to the EMPLOYER. The CONTRACTOR shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the EMPLOYER or of others and without interference with the operation of existing machinery or equipment, if any

2. TIME SCHEDULE:

- 2.1 Based on the total completion time period, CONTRACTOR is required to submit a detailed program of execution of work which includes deliverables by the CONTRACTOR and the EMPLOYER.
- 2.2 Time is the essence of this contract. The period of completion given in this contract includes but not limited to the time required for Designing, Co-ordinations, Fabrication, Painting, Transportation to site, Erection and Commissioning.
- 2.3 A program of execution of work will be prepared by the CONTRACTOR and the same will be reviewed and approved by the EMPLOYER.
- 2.4 Monthly / weekly execution program shall be furnished by the CONTRACTOR. The CONTRACTOR shall scrupulously adhere to the Targets/ Program by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his supply. In all the matters regarding extent of target set out in the weekly/ monthly program and the degree of achievement, the decision of EMPLOYER will be final and binding upon the CONTRACTOR.

3. STORES AT SUITABLE PLACE NEAR THE SITE

- 3.1 The CONTRACTOR shall arrange suitable space for storage of materials at no extra cost, in consultation with EMPLOYER as per following:

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- 3.2 A Godown of adequate capacity for storage of materials shall be constructed by the CONTRACTOR at his own cost. Wherever there may be materials which are likely to deteriorate by the action of the sun, rain or other elements all such materials tools etc. shall be duly protected from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

4. HOUSE KEEPING

- 4.1 It is the responsibility of the CONTRACTOR to maintain general cleanliness and proper housekeeping at work sites. CONTRACTOR shall organize disposal of unserviceable materials, debris etc. generated from the works being carried out by the CONTRACTOR. No extra payment shall be paid on this account.

5. WORK AT NIGHT:

- 5.1 If the CONTRACTOR is required to work at night in order to complete the work within the Time Schedule, the CONTRACTOR shall provide and maintain at his own cost sufficient lights and safety and security of the workers/labours to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the CONTRACTOR. No extra payments will be made for night work. Prior intimation and approval should also be taken from EMPLOYER.

6. WORKING HRS AND WORK ON HOLIDAY:

- 6.1 For Timely completion of project, CONTRACTOR is required to deploy more labour and fluent material supply as required on site as directly by EMPLOYER. The normal working hours shall be as per the local labour laws regulations.
- 6.2 Permission for working beyond normal working hours may be granted by EMPLOYER based on written request by CONTRACTOR, provided CONTRACTOR complied all the statutory requirements and applicable labour laws.
- 6.3 It is therefore imperative that the CONTRACTOR mobilizes sufficient manpower, tool and tackles to complete the work within the normal working hours.
- 6.4 For working on Holidays except the mandatory weekly off, CONTRACTOR can do the same provided complying all the statutory requirements and applicable labour laws.

7. WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR

- 7.1 The CONTRACTOR shall pay all labour employed by him at rates fixed by him which shall not be less than the wages prescribed under the Labour Laws. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the CONTRACTOR.
- 7.2 All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. The EMPLOYER or any officer of the EMPLOYER as may be authorized in that behalf shall have power to exercise supervision over the labour employed by the CONTRACTOR, and for such other purpose any of these officers may inspect the wage books, muster books and other labour records of the CONTRACTOR. In the event of the report of the inspecting officer showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealing between the

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CONTRACTOR and his labour are not satisfactory, the officer shall pass such orders upon the report as he considers desirable, and those order shall be final and binding upon the CONTRACTOR. The CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against any claim arising from failure of the CONTRACTOR to comply with such labour laws.

8. EXTRA ITEMS DEVIATIONS:

8.1 The CONTRACTOR shall not commence work in respect of any extra item/deviations without obtaining the approval of the EMPLOYER in writing. The CONTRACTOR shall immediately submit the rate analysis for such item with necessary details to support the rate quoted. The rate shall then be settled and approved by the EMPLOYER and necessary certificate based on this shall be given to EMPLOYER while incorporating the item in the Interim bills.

9. INDEPENDENT CONTRACTOR

9.1 The CONTRACTOR agrees to perform this Contract as an independent CONTRACTOR and not as a sub-CONTRACTOR, agent or Employee of the EMPLOYER.

10. MATERIALS SUPPLIED BY THE EMPLOYER

10.1 No materials shall be supplied by the EMPLOYER however under some special conditions if any materials are supplied by the EMPLOYER, the CONTRACTORS must satisfy themselves that the same conform to the Specifications. If the CONTRACTOR have any complaint, about the said materials or the quality there of the CONTRACTOR before using the said materials in writing shall indicate their objection to the EMPLOYER. Should the CONTRACTORS fail to do so, they will be deemed to have satisfied themselves as to the quality and the suitability of the said materials for being used in the Contract works and the CONTRACTORS will be in the same position as if the CONTRACTORS themselves had purchased the said materials. The commercial implications shall be dealt separately.

11. TECHNICAL CLARIFICATIONS AND DRAWINGS

11.1 The successful tenderer shall state, on receiving the Letter of Intent, what drawings are yet to be issued by the Consultants/ Engineer for construction purposes and what further details are required by him from the Consultants/ Engineer. Silence on the part of successful tenderer in this regard will be construed to mean that he has all the information that he needs for work to take forward and for contractual purposes. Unless specifically asked for in writing, delays later claimed by the successful tenderer on account of drawing will not be construed as reason for delay in the execution of the work. Apart from clarifications sought to the EMPLOYER representative, the successful tenderer shall obtain all clarifications on the Architect's drawings from EMPLOYER office.

12. CO-ORDINATION AND SUPPORT BY THE CONTRACTOR

12.1 When in the opinion of the EMPLOYER, facilities provided as above have to be shifted and relocated in the interest of progress of work/to facilitate other agencies works the CONTRACTOR shall immediately comply with the EMPLOYER's instruction and arrange to shift the above facilities as directed. Failure of the CONTRACTOR to comply with the EMPLOYER's instruction within the specified time shall empower the EMPLOYER to arrange to get this shifting done through other agencies at the risk and cost of the CONTRACTOR.

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13. LABOUR HUTMENTS

13.1 The CONTRACTOR shall not be allowed to put up any hutment/temporary structure for accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost.

14. PRICE VARIATION CLAUSE (PVA)

14.1 No price variation shall be entertained by the EMPLOYER.

15. SETTLEMENT OF DISPUTE BY ARBITRATION

15.1 Any dispute or difference arising under this contract shall be referred for adjudication at Bangalore to sole arbitrator to be appointed by the Managing Director, KRIDL. and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration and Conciliation. The fees of the arbitrator, if any, shall be paid equally by both the parties.

16. WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION

16.1 The CONTRACTOR shall continue with the construction works due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

17. PERFORMANCE GUARANTEE

17.1 The successful bidder is required to submit a performance bank guarantee from a Nationalized Scheduled Bank of 5% of the Contract Value valid up to 28 days beyond the defect liability period.

18. Mobilization Advance

18.1 The Employer shall make mobilization advance payment to the Contractor equal to 20% of the Contract Value, against submission of an Unconditional Bank Guarantee, in the form specified in the bid document, from a Nationalized / Scheduled Commercial Bank of equivalent 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 Advance Payment.

18.2 The Mobilization Advance shall be recovered in the 1st payment otherwise due to the contractor towards completion of works

19. Payment Terms

19.1 The Payment will be made based on the following Mile Stones

Mile Stone	Activity	% of Payment
Mile Stone -1	Erection of Primary and Secondary Members	60

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Mile Stone-2	Upon Erection of Roof and side cladding	20
Mile Stone -3	Completion of work in all aspect	20
Total		100

- 19.2 Balance upon completion of work , duly certified by the Consultant
- 19.3 The Employer shall pay the Contractor the amount certified by the Consultant within 28 days of the date of each certificate.

20. Retention Money

- 20.1 The Employer shall retain 10 % from each payment due to the Contractor until completion of the whole of works.
- 20.2 On completion of the whole of works half the total amount retained shall be released to the Contractor and the balance half when the Defect Liability Period gets completed and the Employer has certified that all Defects notified by the Employer to the Contractor before the end of this period have been corrected.
- 20.3 The Employer shall retain 5% of the contract value from the final bill due to the Contractor as Retention Money. The same will be returned to the Operator upon completion of Defect Liability Period. The same will be returned upon submission of on demand Bank Guarantee

21. LIEN ON SUMS PAYABLE TO THE CONTRACTORS:

- 21.1 Any sums of amount due and payable to the CONTRACTOR including any deposits returnable to them under this contract may be withheld or retained by the EMPLOYER, against any claim of the EMPLOYER against the CONTRACTOR in respect of any sums of amount due under this contract or any other contract made by the CONTRACTOR with the EMPLOYER, but limited to the amount of EMPLOYERs claim. The amount so withheld or will be kept withheld or retained as such by the EMPLOYER until appropriated towards such claim. The CONTRACTOR shall not be entitled to claim any interest or damages whatsoever on such retained or appropriated sum.

22. Cost of Repairs

- 22.1 If the CONTRACTORS do not carry out the rectification work during the Defects Liability Period, the clients shall have the right to get such defective work rectified after giving due notice in writing to the CONTRACTORS and recover the cost of repairs from the amount so retained.

23. ADDRESS FOR SERVICE / SITE ADDRESS

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgment or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address of EMPLOYER:

Executive Engineer- 1, KRIDL, BBMP Zone, KRIDL, BBMP, No. 52, 4th Floor , Prastige Hosto Chambers, 1st Main, Sheshdirpuram Bangalore-560 020,

SIGNATURE OF TENDERER

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SECTION 4- SCOPE OF WORK:

The scope of work includes providing detailed designs and drawings followed by supply and erection of Pre-engineered building structures. The Contractor will have to submit his designs. Employer will require 7 working days from the date of receipt for Review/ Approval of drawings, Design or any other documents submitted by the CONTRACTOR. EMPLOYER may give their comments and ask for redesign/ resubmission after necessary rectifications/ modifications and the time frame of 7 working days will be applicable for the same. In the event, if the Employer feels that the design provided by the Contractor is not adequate, the Contractor shall be responsible to make necessary changes in the design and implement the work within the quoted amount.

In the event , if there are variations which are not attributable to the Contractor, payment will be made as variation clause.

The design for Pre-engineered building structures shall take into consideration the layout, drawings and technical specifications. The supplier shall carry out necessary coordination with the other agencies for the successful completion of the project.

The scope of work is outlined as under:

Designing, Drawings and Fabrication at the Factory

This shall include the following however not limited to completing the project

- Preparation of Detail design of the PEB System.
 - While designing the structure, the Contractor shall consider adequate weight of the solar panels for future erection on the top of the roof.
 - It is proposed to have EOT Crane facility for windrows. While designing the structure the Contractor shall consider EOT Crane provision for lifting 5 MT of Waste at a time in the windrow area.
 - It is proposed to have pits system for unloading of the transported Waste. While designing the structure the Contractor shall consider EOT Crane provision for lifting 5 MT of Waste at a time.
- Providing drawing details to the Consultant or the Structural Designer for the cross verification of the design details.
- Providing hard copies of signed General Arrangement (GA) drawings after verification from the Structural Designer.
- Fabrication as per the GA and Fabrication drawings at the Factory Shed.
- Sand blasting followed by applying painting as mentioned in the technical specifications.

Supply

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The scope of supply shall include the transportation, loading and unloading of primary structural members, secondary structural members, roofing materials and all other structural members /accessories as required in completing the PEB system. The supply should be to sites specified by the Employers. All the necessary documentation shall be properly done during supply of PEB Systems.

The contractor must inform for Employer's inspection before dispatch of the material in advance and at least giving 3 day's time for the same.

Packing list during the supply of the material should include –list of materials, Excise invoice, inspection report, transit insurance, and Transporter details –LR copy, permit form as applicable.

Erection & Commissioning

It shall be the responsibility of the CONTRACTOR to verify the placing and fixing of Bolts by the CIVIL CONTRACTOR, an Inspection Engineer is required to be present during the execution of this activity without any additional cost, to verify the level, bolts alignment and correct positioning of bolts. Any defects or correctness shall be done jointly with the CIVIL CONTRACTOR.

For erection of PEB Building system, the CONTRACTOR shall deploy a qualified Engineer having experience in the erection of similar type of structure. The Erection shall be done by keeping all the safety parameters into the account. No unsafe work shall be allowed during the erection process. All the accessories, tools tackles, cranes/ hydra shall be in good condition.

Certificates

The CONTRACTOR shall furnish a certificate of guarantee for the structure stating that the same is designed for a period of 50 years and will perform all the Safety criteria during the same period.

One certificate shall also be submitted by the CONTRACTOR for the leak-proof structure for a minimum period of 1 years and if any leaks happens during this period shall be responsible for the same.

TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES:

The CONTRACTOR shall arrange to test materials and/or portions of the works as instructed by EMPLOYER to ISI Standards at his own cost, in order to provide their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the CONTRACTOR shall pull down and re-erect the same at his own cost.

INDIAN STANDARDS CODE

The relevant I.S. Code of Practice shall be the latest version with its amendments/revisions make it available to EMPLOYER when required.

ACTION WHERE THERE IS NO SPECIFICATION

In the case of any class of work for which there is no specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the EMPLOYER.

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Section -5:PEB – Technical Specifications:-

Design Specifications:-

1. GENERAL

Apart from the Technical Data sheet it is the responsibility of the contractor to obtain all relevant design information from the Engineer in Charge for preparing the design and other utility services supported by the structure.

Design of all primary and secondary members such as columns, rafters, roof sheeting, and gable end columns is to be designed as per the attached Design Data Sheet which is to be submitted to the Employer/ Consultants for approval and the tenderer shall prepare GA Drawings in addition to the fabrication drawings, erection drawings required for completion of the work.

The Design considerations given hereunder establish the minimum basic requirements for the design. However, the structure shall be designed for the satisfactory performance of the functions for which the same is to be constructed.

- 1.1 Whenever any reference to IS Code is made, the same shall be taken as the latest revision (with all the amendments issued there to-) on the notified date of submission of tender.
- 1.2 Apart from the IS Codes mentioned in particular for wind, live and earthquake loads in the various clauses of this specifications related to the specific jib under consideration and /or referred to in the above mentioned codes may be followed wherever applicable, if the specifications for the same are not available in the relevant IS Codes.
- 1.3 In case of any variation / contradiction between the provisions of Codes and the specifications given hereunder, the provisions given in these specification shall be followed.

2. LOADING

The loading on the structure shall be as per the loads mentioned in the Design Data Sheet.

3. APPLICABLE CODES – The contractor shall refer the latest applicable codes for the Design.

IS 875 Part I: - Code of Practice for Design Dead Loads for Building and Structures.

IS 875 Part II: - Code of Practice for Design Imposed Loads for Building and Structures.

IS 875 Part III: - Code of Practice for Design Wind Loads for Building and Structures.

IS – 1893 (2002):- Criteria for earthquake resistance design structures.

IS – 800 (2007):- Code of Practice for General Construction in Steel and all the Codes listed in

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Annexure –A of the code.

IS – 801(1975):- Code of Practice for use of Cold – Framed Light Gauge Steel Structures.

IS – 816 (1969):- Code of Practice for use of Metal Arc Welding for General Construction.

IS – 102 Ready Mixed paint, brushing, re lead non-setting, priming.

IS -104 Ready mixed paint, brushing, Zinc Chrome, Priming.

IS- 806 Code of Practice for use of Steel Tubes in General Building Constructions

IS-808 Dimensions of Hot Rolled Steel Beam, Channel and Angle Sections.

IS- 811 Cold Formed Light Gauge Structural Steel Sections.

IS – 813 Scheme of Symbols for Welding.

IS-814 All welding

IS – 818 Code of Practice for Safety and Health requirements in Electric and Gas welding and cutting operations.

IS – 822 Code of Procedure for Inspection of Welds

IS – 875 Code of Practice for Structural Safety of Building, Loading Standards.

IS – 1161 Steel Tubes for Structural Purposes.

IS -1363 Hexagon Head Bolts, Screws and Nuts (Grades C) IS – 1364

Hexagon Head Bolts, Screws and Nuts (Grades A & B) IS – 1365 Slotted

Counter –Sunk head screws.

IS – 1367 Technical Supply Condition for threaded fasteners.

IS 1383- All secondary connections shall be galvanized MS Bolts

IS – 1852 Rolling and Cutting tolerances for Hot Rolled Products.

IS – 1977 Low Tensile Structural Steel

IS – 2016 Plain Washers

IS – 2062 Steel for General Structural Purposes

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IS – 3757 High Strength Structural Bolts

IS – 4000 Code of Practice for High Strength Bolts in Steel Structures

IS – 4923 Hollow Steel Sections for Structural Use.

IS – 5624 Foundation Bolts.

IS – 6623 High Strength Structural Nuts.

IS – 6639 Hexagonal Bolts for Steel Structures.

NOTE: - Where codes and standards listed in the above clause do not cover the requirements of Design, only in those cases the contractor may refer to other international standards for Design, however such references should be made only with the approval of the Engineer in charge.

4. DRAWINGS

- 4.1. Tender Drawings shall be the 'Basic drawings' for developing design and drawings. Design drawings shall then be developed into final 'Shop Drawings' to be prepared by the contractor.
- 4.2. Tender drawings furnished to the contractor shall form a part of these specifications. The contractor shall consult these in detail for all the information contained therein, which pertains to and is required for his work.
- 4.3. Revisions to drawings, even after release for preparation of shop drawings, are likely to be made to reflect additional data, or, additional details defining updated requirements. Revisions to drawings and any new drawings made to include additional work for the contractor shall be considered a part of this specification and contract. Extra claims by the contractor on this account shall not be entertained.
- 4.4. It shall be clearly understood that the Tender drawings are only informative drawings and are not intended to show exact and final information or specific connection details.
- 4.5. In case of variations in 'Drawings' and 'Specification', the decision of the Engineer in charge shall be final and binding.
- 4.6. Drawings shall be of one standard size, and shall be clear and legible. Drawings shall be based on Tender drawings supplied to the contractor, but he shall verify actual clearances and dimension from site on works executed by other agencies and from Engineer In Charge.

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4.7. While the shop drawings prepared by the contractor, and approved by the Engineer in Charge represent the correct interpretation of work to be done, the contractor is not relieved of his responsibilities for:-

4.7.1. Dimensional Accuracy

4.7.2. Correctness of engineering and design connections

4.7.3. Fit of parts

4.7.4. Details

4.7.5. Errors and omissions

4.7.6. Materials and Workmanship

4.7.7. Methodology of Fabrication and Erection.

4.7.8. Safety of Performance

5. SUBMITTALS

On commencement of the Project, the Contractor shall submit the following to the Engineer in Charge:-

5.1. 1. Detailed Baseline Programme stating the various activities along and the time for completion Of each activities.

5.1.2. GA Drawings and Column Reactions and for approval on the Design which should be compatible with the Design requirements.

5.1.3. Complete Fabrication Drawings, material lists, cutting lists, bolt lists, welding schedules and QC Schedules.

5.1.3. Results of any tests, as and when conducted and as required by the Engineer in Charge.

6. MATERIALS

6.1. STRUCTURAL STEEL

6.1.1. The CONTRACTOR shall furnish the Manufacturer's test report (Mill Report) of the materials they want to use. The Contractor is not allowed to use the materials available in stock.

6.1.2 All Steel materials supplied by the contractor shall be in a sound condition, of recent manufacture, free from defects, loose mill scale, slag intrusions, laminations, pitting, flaky, rust etc., of full weight and thickness specified.

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6.2. FABRICATION

- 6.2.1. All fabrication shall be done in accordance with IS: 800:2007 read in conjunction with relevant codes mentioned therein.
- 6.2.2. Fabrication shall be done in the Manufacturer's work shop only.
- 6.2.3. Mild Steel rolled sections and plates shall be cut by shearing / machining and grinding the surfaces to true sizes and shapes.
- 6.2.4. Templates shall be provided as per the requirement and shall be clean and should have true surfaces prepared for successive use.
- 6.2.5. All material shall be straight and free from twist and bends unless required to be curvilinear in form. Heating of rolled sections and plates for the purpose of straightening shall not be permitted.

6.3 HOLING

- 6.3. 1. All holes shall be made at right angles to the surface of the member. Holes shall be clean cut and without any torn or jogged edges. Holes shall be done by drilling and in no any case shall be done by gas cutting under any circumstances.

6.4. WELDING

- 6.4.1. **GENERAL** – Sub merged Arc Welding is will be used for Fabrication. Metal inert gas welding may be done for sort length.
- 6.4.2. Fabrication should be amenable to Radiographic Tests and shall be of Approved make.
- 6.4.3. Electrodes larger than 5mm diameter shall not be used for root-runs in butt welds. All welds shall be made only by welders and welding operators who have been properly trained and previously qualified by tests to perform the type of work required as prescribed in the relevant applicable codes. All welds shall be free from defects like below holes, slag inclusions, lack of penetration, undercutting, cracks etc., All welds shall be cleaned of slags, or flux, and show uniform sections, smoothness of weld metal, feather edges without overlap and free fro porosity.
- 6.4.4. Welding procedures recommended by appropriate welding standards and known to provide satisfactory welds shall be followed.

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

6.4.5. Inspection of Welds

6.4.5.1. All welds shall be inspected for flaws and for any defects the CONTRACTOR shall arrange for all tests as called for, at his own cost.

6.4.5.2. In case the tests uncover the defective work, the CONTRACTOR shall correct at his own cost.

6.5. TESTING

6.5.1. If the Mill tests are not available then the same shall be got tested by CONTRACTOR to the satisfaction of Engineer in charge to demonstrate conformity with the relevant specifications.

6.5.5.1. Tests Failure

At any stage, in the event of material or work failing to meet an inspection of test requirement, which is not overseen by the Engineer in Charge, the CONTRACTOR shall notify it immediately. The quality control procedures to be followed to ensure satisfactory repair.

MATERIAL AND PAINTING SPECIFICATIONS

7. MATERIAL

7.1. SPECIFICATIONS

7.1.1. Primary members fabricated from Plates and sections with minimum yield strength of 345 MPa or to Suit design by continuous welding.

7.1.2. Secondary members for Purlins and Girts shall conform to the physical specification of ASTM A570 (Grade 50) or Equivalent IS Standards having a minimum yield strength of 345 MPa. Minimum thickness of secondary members shall be 2.50mm.

7.1.3. Rod/ ANGLE bracing shall conform to the Physical specifications IS 2062.

7.1.4. All hot rolled sections shall conform to the physical specifications 2062. All other miscellaneous secondary members shall have minimum yield strength of 250 MPa.

7.1.5. Purlins shall be of Pre-Galvanized steel of 345 MPa having a coating of thickness 275 gsm, the thickness of purlins shall be 2.50 mm.

7.1.6. **Roof Sheeting – The thickness shall be as per the technical data sheet, yield strength of 345 MPa Conforming to ASTM – A607. The profile shall be Trapezoidal shape d to satisfy to loading requirements.**

OR

Roof Sheeting – The thickness shall be as per the technical data sheet, yield strength of 345 MPa Conforming to ASTM – A607, double lock standing beam 26 gauge of 450mm width.

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

- 7.1.7. Wall Panels: - Wall panel material specifications shall be of trapezoidal shape of 26 guage.
- 7.1.8. Sheeting Fasteners: - Standard fasteners shall be self-tapping Zinc plated metal screws with EPDM bonded ZINC plated washers. All screws shall be color coated to match roof and wall sheeting.
- 7.1.9. SEALER:- This is to be applied at all the side laps and end laps of roof panels and around. Sealer shall be pressure sensitive elastomeric Butyl tapes. The sealer shall be non-plastic, non-shrinking, and non –toxic and shall be superior adhesive metals, plastics and painted at temperatures from 51 to 104 Degree Centigrade.
- 7.1.10. CLOSURES:- Solid or closed cell closures matching the profile of the panel shall be installed along the eaves, rakes and other location as specified in the drawing.
- 7.1.11. FLASHING AND TRIM:- Flashing and trim shall be furnished at the rake, corners, eaves and framed openings and wherever necessary to provide weather tightness and finished appearance. Color shall be matching with the color of wall. Materials shall be 26 gauge thick conforming to the physical specifications of sheeting.
- 7.1.12. SKY LIGHTS:- Sky light are translucent corrugated sheets matching with the profile of roof. The translucent sheets are made from 2mm thick Polycarbonate sheets and shall provide an economic form of general – purpose day lighting. Skylights shall be provided for 2% of the roof area. Color of the panel shall be white with smooth surface finish with a light transmitting capacity of 60% +/-5%.
- 7.1.13. GUTTER & DOWN SPOTS:- Gutters and Downspouts shall be adequately designed to ensure proper roof drainage system.
- 7.1.14. CONNECTIONS**
- 7.1.14.1. SITE CONNECTIONS
- 7.1.14.2. All Primary bolted connections shall be provided with galvanized high strength bolts, washers, nuts conforming to specification of grade 8.8 of IS 1367.
- 7.1.14.3. All Secondary Bolted connections shall be furnished with Bolts, Nuts, Washers, conforming to the specifications of grade 4.6 of IS 1367 or ASTM –A307.
- 7.1.14.4. SHOP CONNECTIONS
- All shop connection shall be welded with appropriate arc welding and shall be in accordance with IS 816, IS 819, IS 1024, IS 1261, IS 1323 IS -9595 as appropriate. The webs should be welded on to the flanges at both the faces at top and bottom of columns, beams and any other sections.
- 7.1.15. ROOF & WALL BRACINGS
- Roof and wall bracings shall have a minimum yield strength of 250 MPa shall conform to the specifications IS 2062.

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

Portal bracing connecting columns should be min. at one place on both the sides

7.1.16. PAINTING FOR STRUCTURAL STEEL WORK

The cleaning and painting specifications for the structural steel work shall be as follows

- a. Sandblasting / shot blasting to Sa 2.5
- b. Two shop coat of Epoxy based Zinc chromate primer of total thickness of 50 Micron.
- c. Two Coats of Synthetic Enamel Paints of approved color code as the final finish in which two coat is to be applied at shop. Touch up alteration at site only.
- d. These painting shall not be applied manually and should be spray one.

LIST OF STANDARD SUPPLIERS

Sr. No.	Item Descriptions	Approved Brand
1	STRUCTURAL STEEL	SAIL/TISCO/ ESSAR STEEL/ ISPAT / JINDAI/TATA
2	MS PIPES	JINDAL/ TATA/ WELSPUN
3	GI PIPES	TATA/ JINDAL
4	PVC PIPES	FINOLEX/ SUPREME
5	ALUMINIUM SHEETS	JINDAL/ VENDATA/ ADITYA BIRLA
6	GALVALUME SHEETS	TATA BLUE SCOPE/ META COLOUR/ LLOYD INSULATIONS, BHUSHAN / JINDAL
7	WELDING ELECTRODES	ESAB INDIA/ EWAC ALLOYS/ HONAWAR ELECTRODES/ D & H Welding Electrodes
8	PAINTING	ASIAN PAINTS LTD/ BERGER PAINTS INDIA LTD/ ICI PAINTS.

Design, Supply and Erection of Pre – Engineered Building structure for
Waste Processing Plants in 3 Locations Bangalore Urban Dist.

Section -6 : Price Bid with Drawings (Work wise)

Covering Letter for Price Bid

To:

Executive Engineer- 1,
KRIDL, BBMP Zone,
KRIDL, BBMP, No. 52, 4th Floor ,
Prestige Hosto Chambers, 1st Main,
Sheshdirpuram Bangalore-560 020,
Phone No: 9449863026

Dear Sir,

RFQ: Ref: EE-1/KRIDL/BBMP/2014-15/424

Dated : 14/08/2014

Having examined the Tender Documents, we, the undersigned, offer to provide the required scope of work in conformity with the said tender documents for the sum of Rs.....(Rupees in words here all inclusive).

We undertake, if our Bid is accepted, to provide for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the scope of work quoted therein for the orders awarded by KRIDL up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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.

We have complied with all the terms and conditions of the Tender Document.

Dated this..... Day of.....2014.

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Enclosed : Price Bid document.

Building Description and Technical Specification for PEB Structures - Part III

**Design, Supply and Erection of Pre – Engineered Building structure
for Waste Processing Plants in 3 Locations Bangalore Urban Dist.**

Financial Proposal - CHEEMASNADRA

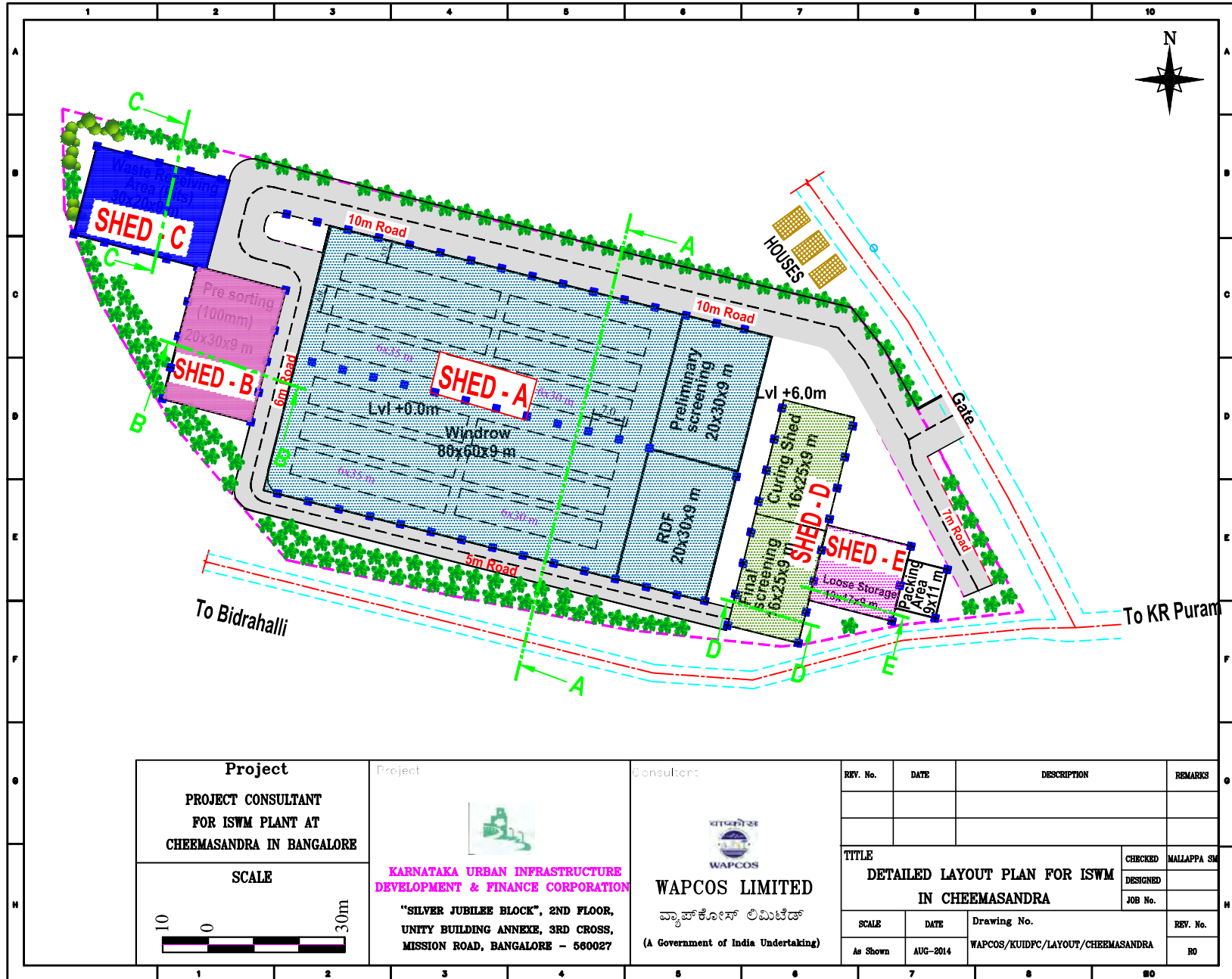
PROPOSED PEB BUILDING FOR SWM SITE AT CHEMASNADRA

a) Design Parameters:

No	Parameters	SHED A	SHED B	SHED C	SHED D	SHED E
1	Width	60 MTR	20 MTR	30 MTR	16 MTR	19 MTR
2	Length	100 MTR	30 MTR	20 MTR	50 MTR	17 MTR
3	Total Area	6000 Sqmt	600 Sqmt	600 Sqmt	800 Sqmt	323 Sqmt
4	Eave Height	9 MTR	9 MTR	9 MTR	9 MTR	9 MTR
5	Roof (0.5 mm thick colour coated galvalume sheets	Slope -1:10	Slope -1:10	Slope -1:10	Slope -1:10	Slope -1:10
6	Spacing of frames	7 MTR (Approx)	7 MTR (Approx)	7 MTR (Approx)	7 MTR (Approx)	7 MTR (Approx)
7	Side Cladding 0.5 mm thick colour coated galvalume sheets (1 mtr wall will be constructed by the Employer)	8 mtr	8 mtr	8 mtr	8 mtr	8 mtr
8	Gable Cladding	As per site Condition	As per site Condition	As per site Condition	As per site Condition	As per site Condition
9	Gutters, trims, flashings, down takes, etc.	As required	As required	As required	As required	As required
10	Turbo ventilators of 600 mm dia of Stainless steel	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area
11	Skylight	4% of the Roof Area.	4% of the Roof Area.	4% of the Roof Area.	4% of the Roof Area.	4% of the Roof Area.
12	Provision for EOT Crane of 5MT lifting Capacity for Windrow (1no every 30 mtrs span)	2 No.	--	--	--	--
13	Provision for EOT Crane of 5MT lifting Capacity for Pits	--	--	1 No.	--	--
13	Provision for supporting the load of Solar Panels on the roof*	As necessary	As necessary	As necessary	As necessary	As necessary
14	Rolling Shutters gear type (7 mtr x7 mtr each)	3 no.	3 no.	0	2 no	2 no
15	Canopy for rolling shutters (8mtrs x 3 mtr)	3 no.	3 no.	0	2no	2 no

****These works are not included in the scope of work of the Contractor. However, the Contractor shall take note of these parameters while designing the structure***

b) Layout Plan – Attached Separately



Project
PROJECT CONSULTANT
FOR ISWM PLANT AT
CHEEMASANDRA IN BANGALORE

SCALE

Project

**KARNATAKA URBAN INFRASTRUCTURE
DEVELOPMENT & FINANCE CORPORATION**

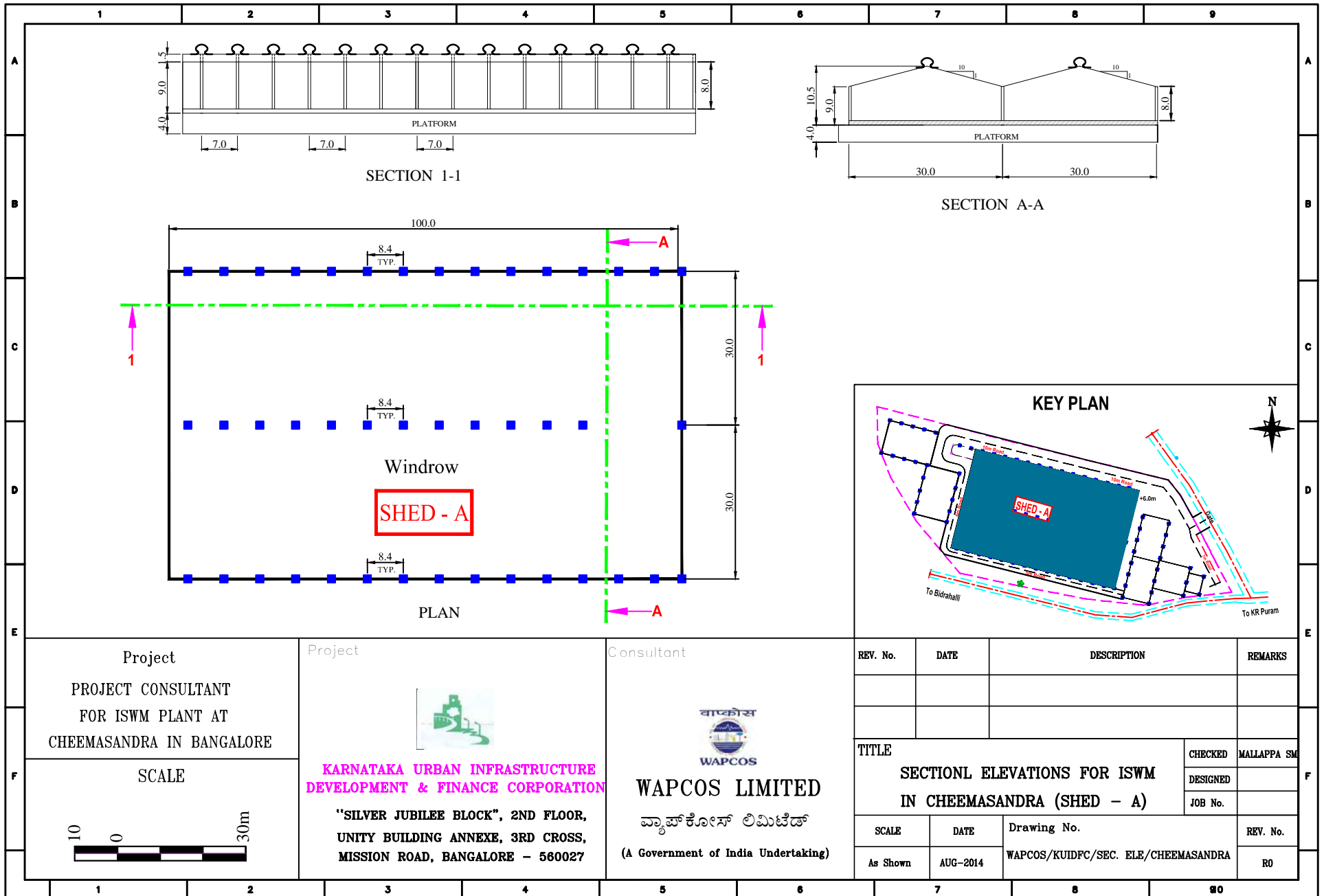
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MISSION ROAD, BANGALORE - 560027

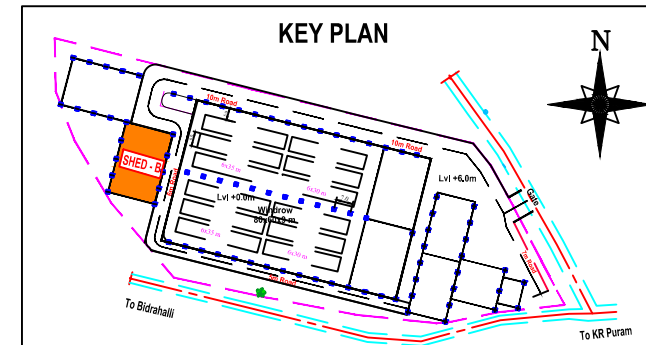
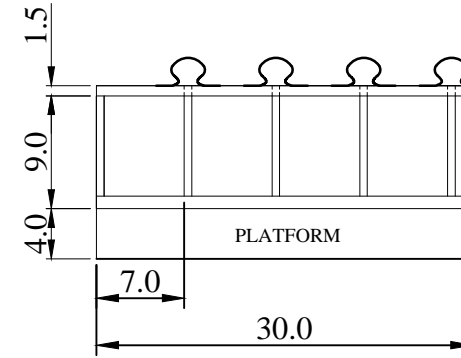
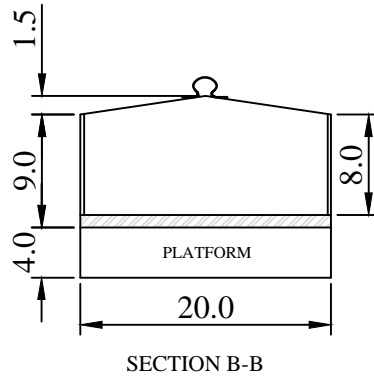
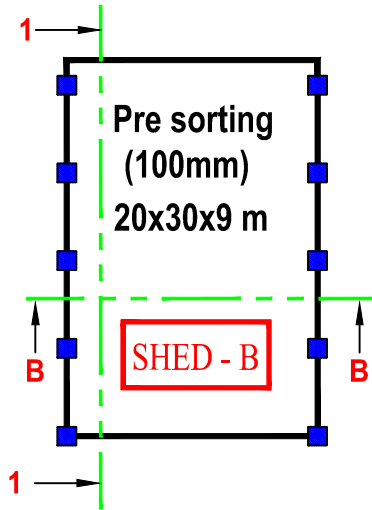
Consultant

WAPCOS LIMITED

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(A Government of India Undertaking)

REV. No.	DATE	DESCRIPTION	REMARKS
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SCALE As Shown			DESIGNED JOB No.
DATE AUG-2014			Drawing No. WAPCOS/KUIDFC/LAYOUT/CHEEMASANDRA
REV. No. RO			REMARKS






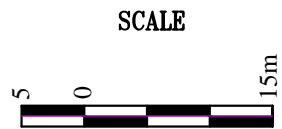
Project
PROJECT CONSULTANTS
FOR ISWM PLANT AT
CHEEMASANDRA IN BANGALORE

Project

KARNATAKA URBAN INFRASTRUCTURE
DEVELOPMENT & FINANCE CORPORATION

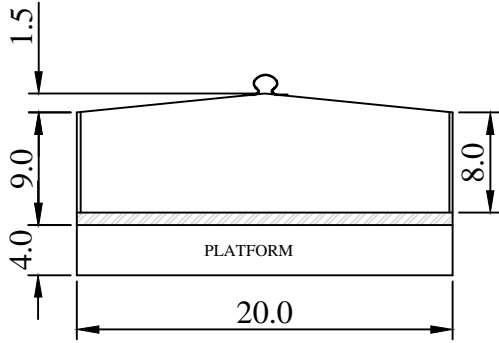
Consultant

WAPCOS LIMITED
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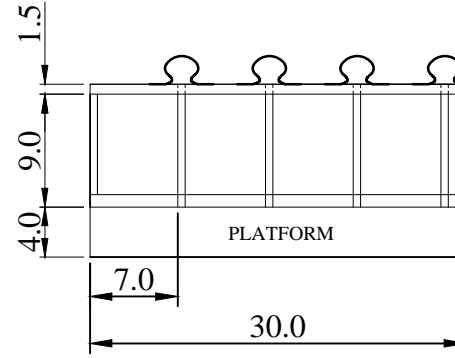


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UNITY BUILDING ANNEXE, 3RD CROSS,
MISSION ROAD, BANGALORE - 560027

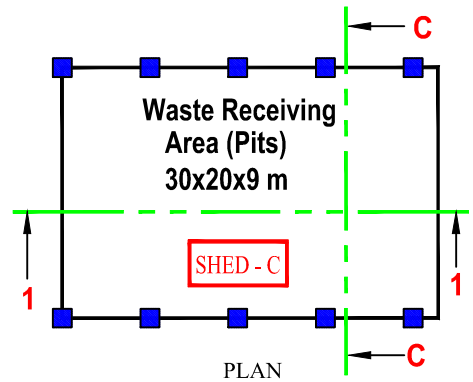
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SCALE	DATE	Drawing No.	REV. No.	
As Shown	AUG-2014	WAPCOS/KUIDFC/SEC. ELE/CHEEMASANDRA	R0	



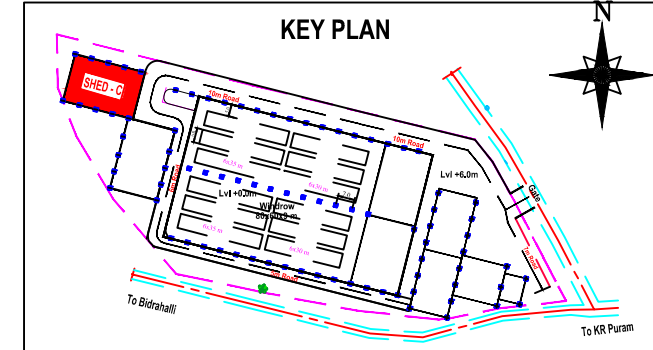
SECTION C-C



SECTION 1-1



PLAN




KEY PLAN

Project
PROJECT CONSULTANTS
FOR ISWM PLANT AT
CHEEMASANDRA IN BANGALORE

Project

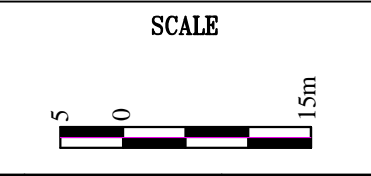
**KARNATAKA URBAN INFRASTRUCTURE
DEVELOPMENT & FINANCE CORPORATION**
"SILVER JUBILEE BLOCK", 2ND FLOOR,
UNITY BUILDING ANNEXE, 3RD CROSS,
MISSION ROAD, BANGALORE - 560027

Consultant

WAPCOS LIMITED
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(A Government of India Undertaking)

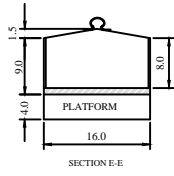
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IN CHEEMASANDRA (SHED - C)

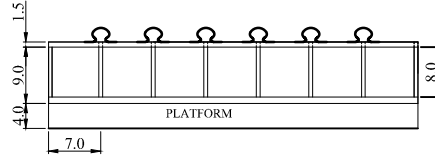
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JOB No.	



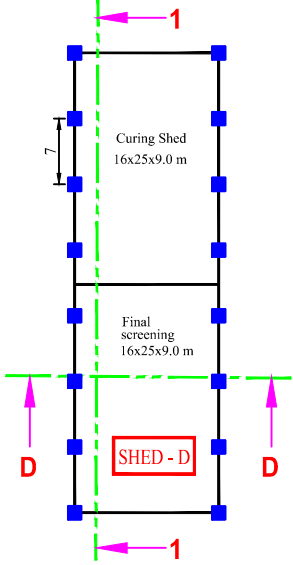
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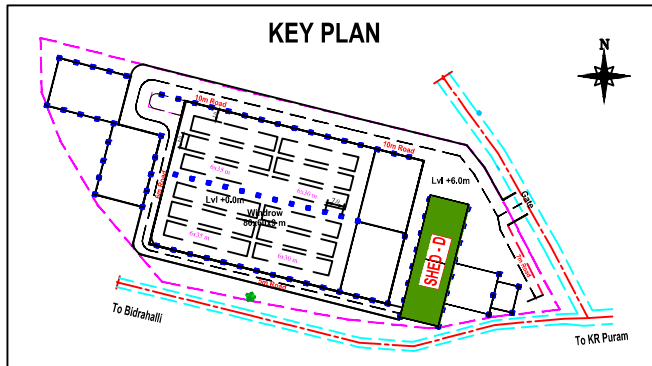
SECTION D-D



SECTION 1-1



PLAN




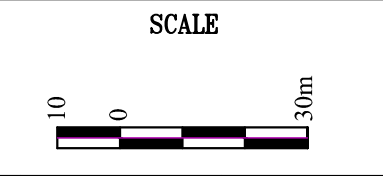
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Project
PROJECT CONSULTANTS
FOR ISWM PLANT AT
CHEEMASANDRA IN BANGALORE

Project

**KARNATAKA URBAN INFRASTRUCTURE
DEVELOPMENT & FINANCE CORPORATION**
"SILVER JUBILEE BLOCK", 2ND FLOOR,
UNITY BUILDING ANNEXE, 3RD CROSS,
MISSION ROAD, BANGALORE - 560027

Consultant:

WAPCOS LIMITED
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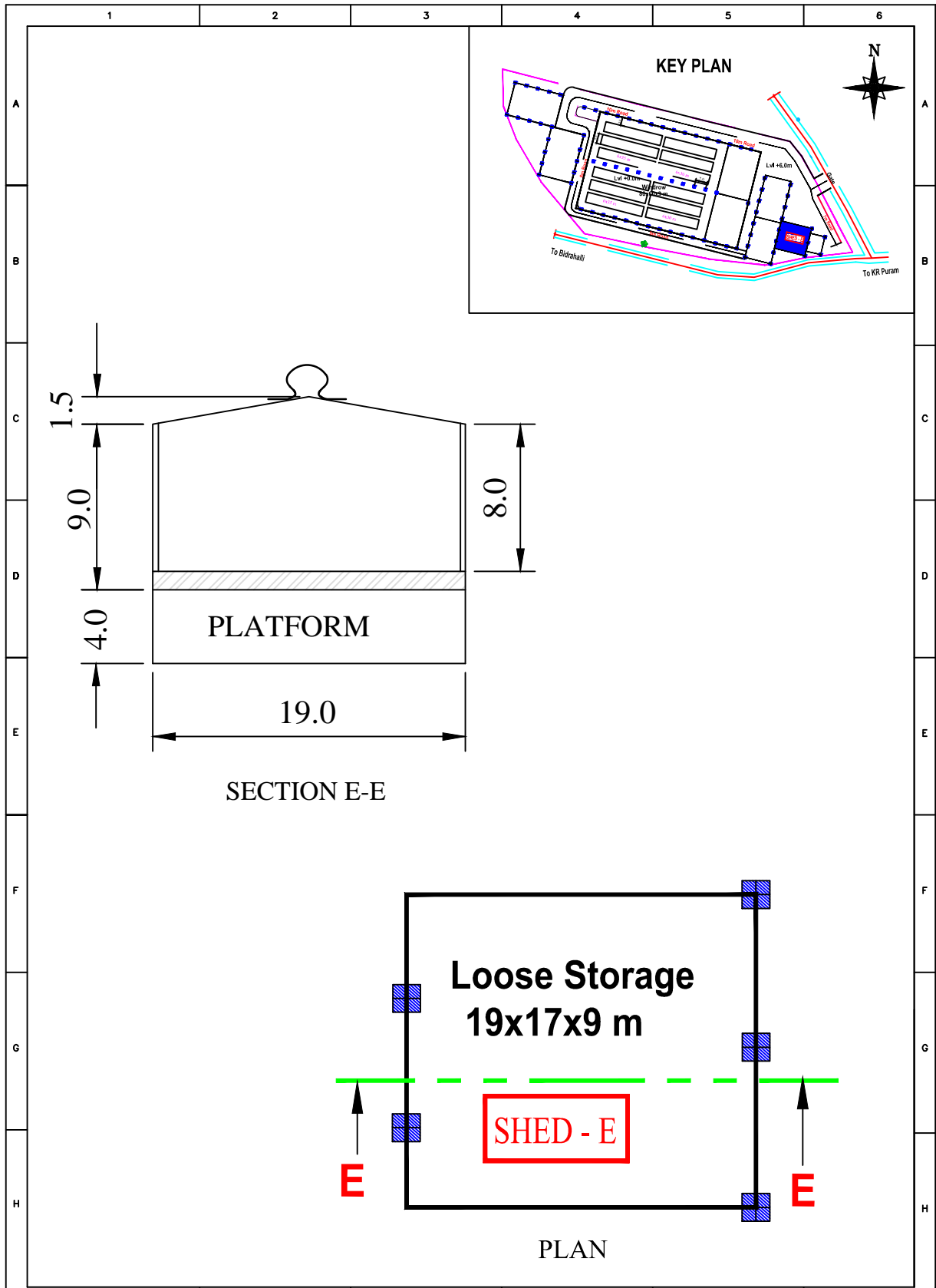


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TITLE
SECTIONAL ELEVATIONS FOR ISWM
IN CHEEMASANDRA (SHED - D)

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DESIGNED	
JOB No.	

SCALE	DATE	Drawing No.	REV. No.
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Project
PROJECT CONSULTANTS
FOR ISWM PLANT AT
CHEEMASANDRA IN BANGALORE

SCALE

Client

KARNATAKA URBAN INFRASTRUCTURE
DEVELOPMENT & FINANCE CORPORATION
"SILVER JUBILEE BLOCK", 2ND FLOOR,
UNITY BUILDING ANNEKE, 3RD CROSS,
MISSION ROAD, BANGALORE - 560027

Consultant

WAPCOS LIMITED
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(A Government of India Undertaking)

REV. No.	DATE	DESCRIPTION	REMARKS
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SCALE	DATE	Drawing No.	REV. No.
As Shown	AUG-2014	WAPCOS/KUD/FC/SEC. E/E/CHEEMASANDRA	00

**Design, Supply and Erection of Pre – Engineered Building structure
for Waste Processing Plants in 3 Locations Bangalore Urban Dist.**

c) PRICE PID

No	Description	Unit		Value in INR Rs.		
				QTY	Rate	Amount
1	Quote for Design, Supply and Erection of Pre – Engineered Building structure at CHIMMASANDRA <i>(INCLUSIVE OF ALL APPLICABLE TAXES)</i>	SQMT	SHED A	6000		
			SHED B	600		
			SHED C	600		
			SHED D	800		
			SHED E	323		
GRAND TOTAL						
IN WORDS						

Break up of Cost:

No	Description of item	Specification	Quantity	Unit	Rate	Amount
					In figures	
1	SHED A					
					Sub Total -A	
2	SHED B					
					Sub Total -B	
3	SHED C					
					Sub Total -C	
4	SHED D					
					Sub Total -D	
5	SHED E					
					Sub Total -E	
					Grand Total	

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

Financial Proposal – KCDC,KUDLU

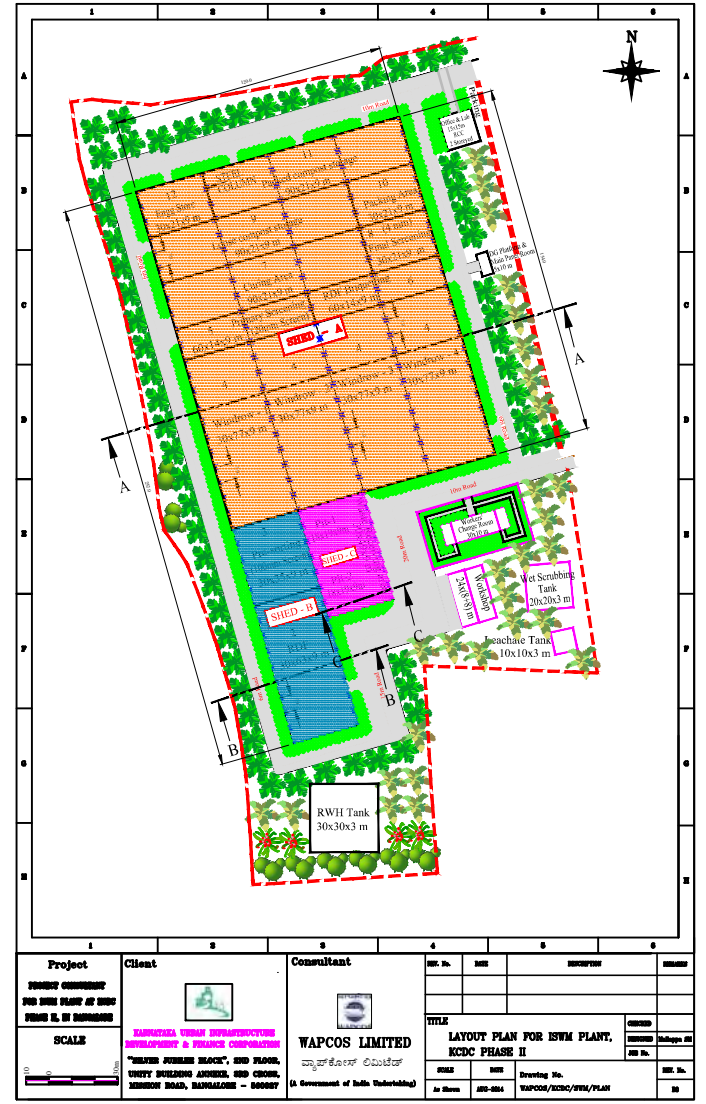
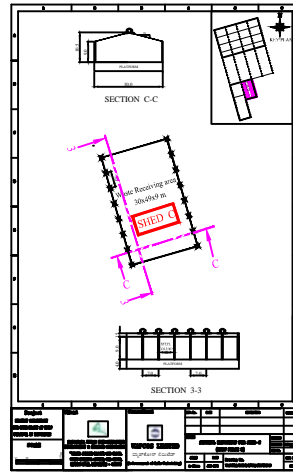
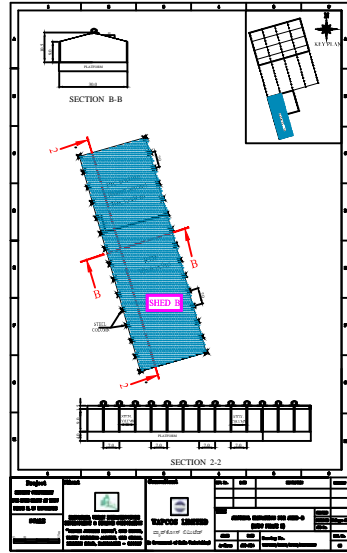
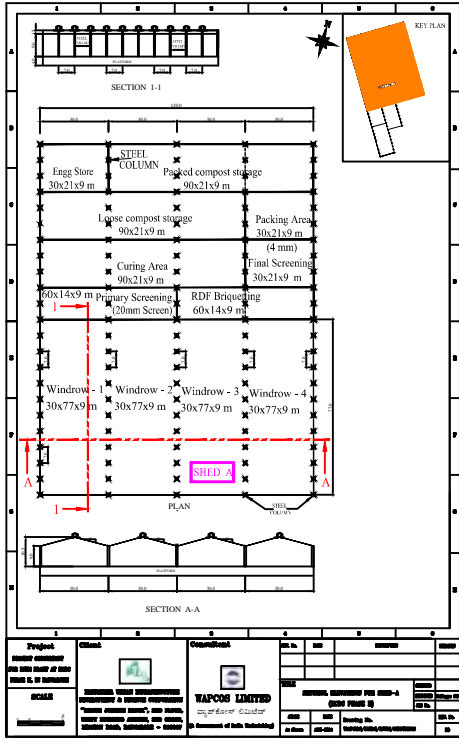
PROPOSED PEB BUILDING FOR SWM SITE AT KCDC.KUDLU

a) Design Parameters:

No	Parameters	SHED A	SHED B	SHED C
1	Width	120 MTR	30 MTR	30 MTR
2	Length	154 MTR	90 MTR	49 MTR
3	Total Area	18,480 Sqmt	2700 Sqmt	1470 Sqmt
4	Eave Height	9 MTR	9 MTR	9 MTR
5	Roof (0.5 mm thick colour coated galvalume sheets	Slope - 1:10	Slope - 1:10	Slope - 1:10
6	Spacing of frames	7 MTR (Approx)	7 MTR (Approx)	7 MTR (Approx)
7	Side Cladding 0.5 mm thick colour coated galvalume sheets (1 mtr wall will be constructed by the Employer)	8 mtr	8 mtr	8 mtr
8	Gable Cladding	As per site Condition	As per site Condition	As per site Condition
9	Gutters, trims, flashings, down takes, etc.	As required	As required	As required
10	Turbo ventilators of 600 mm dia of Stainless steel	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area
11	Skylight	4% of the Roof Area.	4% of the Roof Area.	4% of the Roof Area.
12	Provision for EOT Crane of 5MT lifting Capacity for Windrow (1no every 30 mtrs span)	4 No.	--	--
13	Provision for EOT Crane of 5MT lifting Capacity for Pits	--	--	1 No.
13	Provision for supporting the load of Solar Panels on the roof*	As necessary	As necessary	As necessary
14	Rolling Shutters gear type (7 mtr x7 mtr each)	9 no.	1 no.	2 no.
15	Canopy for rolling shutters (8mtrs x 3 mtr)	9 no.	1 no.	2 no.

****These works are not included in the scope of work of the Contractor. However, the Contractor shall take note of these parameters while designing the structure***

b) Layout Plan – Attached Separately



Project WASTE MANAGEMENT AND SOLID WASTE MANAGEMENT BOARD, KDC	Client KARNATAKA URBAN INFRASTRUCTURE DEVELOPMENT & POLICE CORPORATION	Consultant WAPCOS LIMITED ವ್ಯಾಪಕ ವ್ಯವಸ್ಥಾಪನೆ (A Government of India Undertaking)	<table border="1"> <tr> <th>Sl. No.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Sl. No.	DATE	REVISION	BY												
Sl. No.	DATE	REVISION	BY																
SCALE 1:500			<table border="1"> <tr> <th colspan="2">TITLE</th> <th>DESIGNER</th> <th>DATE</th> </tr> <tr> <td colspan="2">LAYOUT PLAN FOR ISWM PLANT, KDC PHASE II</td> <td> </td> <td> </td> </tr> <tr> <td>SCALE</td> <td>DATE</td> <td>DRAWING No.</td> <td>Sl. No.</td> </tr> <tr> <td>As shown</td> <td>2024-05-15</td> <td>WAPCOS/KDC/2024/PLAN</td> <td>10</td> </tr> </table>	TITLE		DESIGNER	DATE	LAYOUT PLAN FOR ISWM PLANT, KDC PHASE II				SCALE	DATE	DRAWING No.	Sl. No.	As shown	2024-05-15	WAPCOS/KDC/2024/PLAN	10
TITLE		DESIGNER	DATE																
LAYOUT PLAN FOR ISWM PLANT, KDC PHASE II																			
SCALE	DATE	DRAWING No.	Sl. No.																
As shown	2024-05-15	WAPCOS/KDC/2024/PLAN	10																

**Design, Supply and Erection of Pre – Engineered Building structure for
Waste Processing Plants in 3 Locations Bangalore Urban Dist.**

c) PRICE BID

No	Description	Unit		Value in INR Rs.		
				QTY	Rate	Amount
1	Quote for Design, Supply and Erection of Pre – Engineered Building structure at KCDC <i>(INCLUSIVE OF ALL APPLICABLE TAXES)</i>	SQMT	SHED A	18,480		
			SHED B	2,700		
			SHED C	1,470		
GRAND TOTAL						
IN WORDS						

Break up of Cost:

No	Description of item	Specification	Quantity	Unit	Rate	Amount
					In figures	
1	SHED A					
					Sub Total -A	
2	SHED B					
					Sub Total -B	
3	SHED C					
					Sub Total -C	
					Grand Total	

**Design, Supply and Erection of Pre – Engineered Building structure for
Waste Processing Plants in 3 Locations Bangalore Urban Dist.**

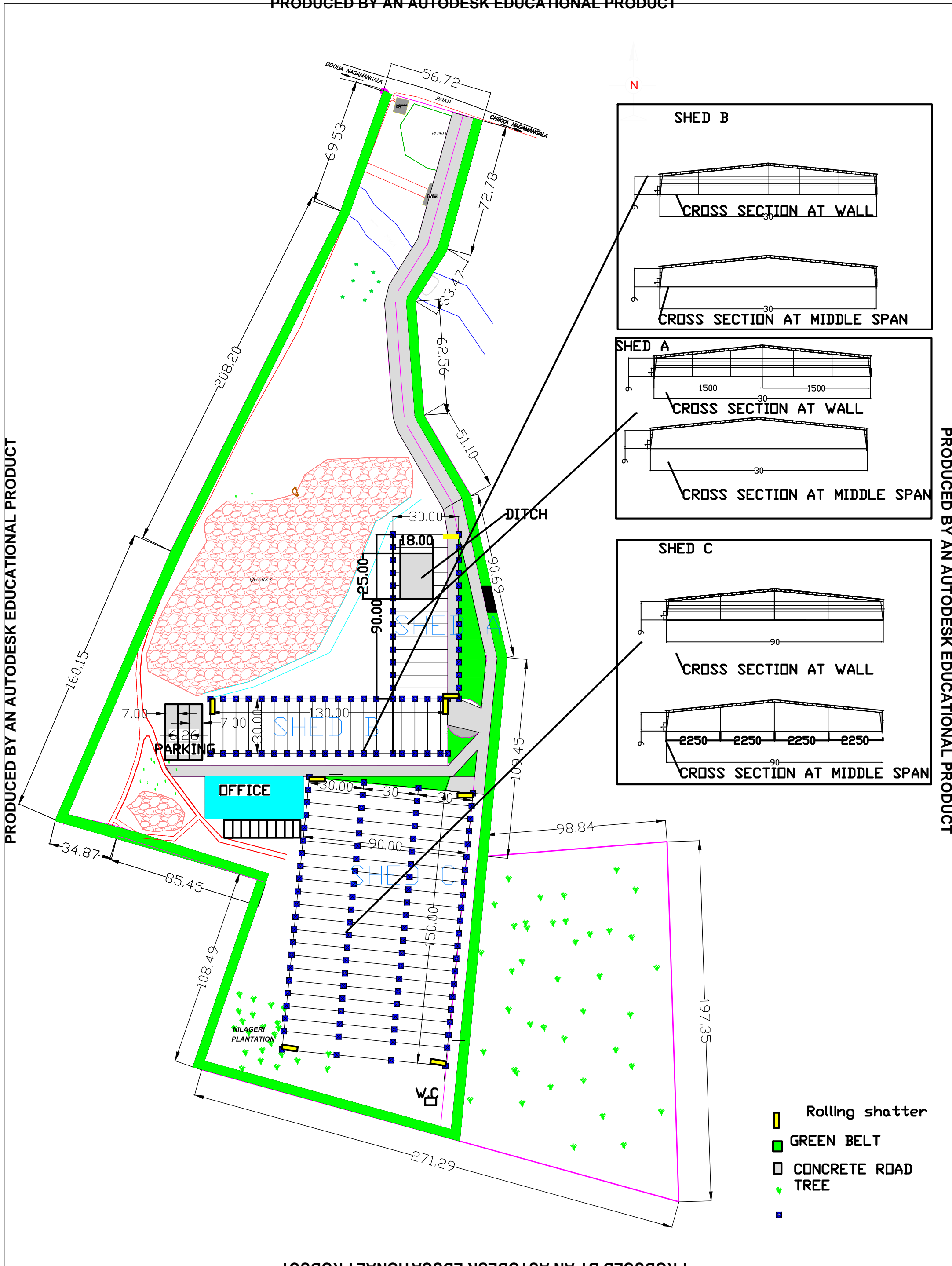
**Financial Proposal - CHIKKANAGAMANGALA
PROPOSED PEB BUILDING FOR SWM SITE AT CHIKKANAGAMANGALA**

a) Design Parameters:

No	Parameters	SHED A	SHED B	SHED C
1	Width	30	30	90
2	Length	90	130	150
3	Total Area	2700	3900	13500
4	Eave Height	9 MTR	9 MTR	9 MTR
5	Roof (0.5 mm thick colour coated galvalume sheets)	Slope -1:10	Slope -1:10	Slope -1:10
6	Spacing of frames	7 MTR (Approx)	7 MTR (Approx)	7 MTR (Approx)
7	Side Cladding 0.5 mm thick colour coated galvalume sheets (1 mtr wall will be constructed by the Employer)	8 mtr	8 mtr	8 mtr
8	Gable Cladding	As per site Condition	As per site Condition	As per site Condition
9	Gutters, trims, flashings, down takes, etc.	As required	As required	As required
10	Turbo ventilators of 600 mm dia of Stainless steel	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area	1Nos for every 75 Sqmt of roof area
11	Skylight	4% of the Roof Area.	4% of the Roof Area.	4% of the Roof Area.
12	Provision for EOT Crane of 5MT lifting Capacity for Windrow (1no every 30 mtrs span)	1 No	1 No	2 No
13	Provision for EOT Crane of 5MT lifting Capacity for Pits	1 No		
14	Provision for supporting the load of Solar Panels on the roof*	As necessary	As necessary	As necessary
15	Rolling Shutters gear type (7 mtr x7 mtr each)	2 No	2 No	4 No
16	Canopy for rolling shutters (8mtrs x 3 mtr)	2 No	2 No	4 No

****These works are not included in the scope of work of the Contractor. However, the Contractor shall take note of these parameters while designing the structure***

b) Layout Plan – Attached Separately



**Design, Supply and Erection of Pre – Engineered Building structure for
Waste Processing Plants in 3 Locations Bangalore Urban Dist.**

c) PRICE PID

No	Description	Unit		Value in INR Rs.		
				QTY	Rate	Amount
1	Quote for Design, Supply and Erection of Pre – Engineered Building structure at CHIKKANAGAMANGALA <i>(INCLUSIVE OF ALL APPLICABLE TAXES)</i>	SQMT	SHED A	2,700		
			SHED B	3,900		
			SHED C	13,500		
GRAND TOTAL						
IN WORDS						

Break up of Cost:

No	Description of item	Specification	Quantity	Unit	Rate	Amount
					In figures	
1	SHED A					
					Sub Total -A	
2	SHED B					
					Sub Total -B	
3	SHED C					
					Sub Total -C	
					Grand Total	

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

SECTION -7 FORMS OF SECURITIES

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] ¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ 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..... (i.e) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

Design, Supply and Erection of Pre – Engineered Building structure for Waste Processing Plants in 3 Locations Bangalore Urban Dist.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee] ¹ _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee] ¹ _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] 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 remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment,