



Karnataka Industrial Areas Development Board
(Government of Karnataka Enterprise)

Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.

TENDER DOCUMENTS

2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar,
Bengaluru-560009. Phone No. 080-22265383



KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

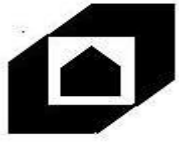
2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar,
Bengaluru-560009. Phone No. 080-22265383

TENDERS FOR THE WORK OF

Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.

(Description of Work)

TENDER REFERENCE	:	IADB/ENGG/ETND-EP-03/0364/2026-27 Date:23.06.2026
BIDDING DOCUMENTS CAN BE : ACCESSED FROM THE E- PROCUREMENT PORTAL	:	As mentioned in e-portal
LAST DATE FOR SUBMISSION OF : TECHNICAL AND FINANCIAL BID	:	As mentioned in e-portal
TIME AND DATE OF OPENING OF : TECHNICAL BIDS ON	:	As mentioned in e-portal
PLACE OF OPENING TENDERS IN THE : E-PORTAL	:	KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD # 2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru-560009. Phone No. 080-22265383
ADDRESS FOR COMMUNICATION :	:	CHIEF ENGINEER-2 KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD # 2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru-560009. Phone No. 080- 22265383



Karnataka Industrial Areas Development Board

(A Government of Karnataka Undertaking)
2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar,
Bengaluru-560009. Phone No. 080-22265383.
website : www.kiadb.in

No.IADB/ENGG/ETND-EP-03/0364/2026-27

Date: 23.06.2026

SHORT TERM NOTICE INVITING TENDER (Through GOK KPPPortal Only)

Item rate Tenders are invited as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000 through electronic procurement from eligible Contractors registered in KPWD who have got adequate financial resources & sufficient past experience for the following works as per the schedule given below:

Sl. No	Name of the work	Approx cost put to tender (Rs in lakhs)	EMD (in Rs)	Time for completion Including Monsoon	Class of Contractor	Category
1	2	3	4	5	6	7
1	Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.	8.60	10,750	2 Months	Class-IV & above (Civil) issued from KPWD	CAT-I

Applicants May Download Bidding Documents from the E-Procurement Portal
<https://kppp.karnataka.gov.in>.

Scheduled of dates are as follows:

- Last Date and Time for Receipt of Tenders: Refer e-portal.
- Date and Time for Opening of Technical Bid: Refer e-portal.

Sd/-
Chief Engineer-2
K.I.A.D.B

Common Conditions:

1. Scope of work: The works involves "Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply etc, related works.
2. Earnest money deposit: i.e., Rs.10,750.00 should be paid through e-payment in the e-procurement portal only using any of the following four modes:
 - Credit Card.
 - Direct Debit.
 - National Electronic Fund Transfer (NEFT).
 - Over the Counter (OTC).
3. The Tenderer/bidder shall upload the Work done certificate (as per scope of work) issued by the competent authority not below the rank of Executive Engineer duly attested by the Notary/Gazette Officer. The work done certificate shall be in the format as mentioned in the bid document compulsorily including all the relevant details such as date of issue, year wise executed items & its quantities, date of commencement & completion, actual date of completion of the work, contract amount, amount on completion of the work, work done certificate issued date with organization name etc., Only the certificates issued by the Government (state/central), Govt Under taking bodies shall be considered for technical & financial evaluation of the tender. Work executed and work done certificates issued under Joint ventures/partial turnkey basis shall not be considered for technical evaluation of the bid and the bid shall be rejected. Certificates issued from private individuals/private companies/private firms shall not be considered for technical evaluation and the bid shall be rejected. The schedule-B/paid voucher shall not be considered for technical evaluation and the bid shall be rejected.
4. The work done certificate shall be countersigned by the officer not less than the rank of Superintendent Engineer
5. The bidders/Tenderer shall upload the relevant contract agreement of work done certificates executed between the parties.
6. The work done certificate shall be as mentioned in the scope of work & tender conditions.
7. The Tenderer/bidder shall upload the annual turnover details along with balance sheets including profit and loss statements, relevant documents supporting the annual turnover, other documents issued by the competent authorizes, etc., duly certified by a Chartered Accountant along with seal and the registration number Notary/Gazette Officer. Failure in uploading the technical bid without mentioned document, the technical bid of the tender is liable for rejection and the financial bid will not be opened. The annual turnover for Civil works tender shall be of executed Civil works only.
8. The bidder shall compulsorily upload the Class IV & Above contractors valid registration certificate issued from the KPWD (Civil) as proof of eligibility as per the notification /invitation of this tender otherwise the tender will not be considered for technical/financial evaluation, it shall be rejected.
9. Participating bidders/contractors in the tender should submit the Bid documents, scanned and uploaded through e-procurement system web site <http://www.kppp.karnataka.gov.in>
10. Aspiring tenderers who have not obtained the user ID and password for participating in e-tendering in KIADB may now obtain the same from the website <http://www.kppp.karnataka.gov.in>
11. Bidders/Contractors can access tender documents on the website, fill them and submit the completed tender document into e procurement website itself with in the stipulated date & time. The blank tender documents can be obtained through website <http://www.kppp.karnataka.gov.in> where electronic tender form is provided. Additional conditions and information also can be obtained through the above mentioned website
12. Non submission of tender attracts action as per conditions stipulated in the rules of Registration of contractors.
13. Defects liability period of the work is 12 months from the date of issue of satisfactory completion certificate by the Engineer in-charge of the work.
14. Any arbitrary clause is not applicable to the above works.
15. Tendering through Joint Venture/partial turnkey basis is not allowed and it shall be not considered for evaluation of the technical bid and shall be rejected.
16. The item rates shall be clearly and legibly typed both in figures and words in English only.
17. The successful bidder shall execute a contract agreement with the KIADB within the time as specified in the Letter of Acceptance/Letter of Intent to execute the work. In case, the successful bidder fails to execute the contract agreement as specified, the tender is liable to

be cancelled at the risk and cost of the successful bidder. The bidder may be barred from participating in future tenders of the Board. The decision of the tender approving authority shall be final.

18. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that agency is not interested in the work and action will be initiated to cancelled the work order issued, terminating the contract agreement and work shall be executed through alternate agency at the risk and cost of the defaulted agency. Further the defaulted agency may be barred from participating in the future tender of the Board. The decision of the tender approving authority shall be final
19. The successful bidder/agency within 15 days from the date of work order. At the site/work spot shall install all the plant/equipments etc., required for this work. The plant/ machineries/ lab etc., shall not be shifted without prior written permission from Engineer in charge of the work with respect to civil works and for electrical works. The materials shall be as per the specification, and stored at site as per the guidelines/rules of KPTCL/BESCOM and direction of the Engineer in charge. The bidder/agency is responsible for the entire materials store at work spot.
20. The successful bidder during the executing of the work must produce the quality aspect of the materials such as coarse and fine aggregates, cement, steel, etc, used for work, certified at his own cost for civil works and electrical works as per the circular/ guidelines/rules of KPTCL/BESCOM.
21. Each Running bill of the work including the Final Bill will be passed for payment only after the satisfactory report of third party inspection appointed by the Board. Not applicable
22. 1% of the tender amount will be deducted from the work bill towards Construction Workers Welfare cess besides the other statutory deductions.
23. Corrigendums/modifications/corrections/cancellations/postponents/clarifications/ extensions etc., if any, will be published only in the website <http://www.kppp.karnataka.gov.in>.
24. Conditional tenders, incomplete tenders, tenders without reconciliation regarding remittance of EMD, tenders not properly uploaded and late submission of tenders gets rejected. Non confirmation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the tender gets rejected.
25. If any of the dates mentioned above is declared an holiday, the next working day will hold good without any change in the timings indicated.
26. The Chief Executive Officer & Executive Member reserves the right to accept / reject any or all tenders without assigning any reasons.
27. Further details of work can be obtained in the office of the undersigned / Zonal Offices, Bangalore on all working days.
28. All the documents mentioned in clause-3 under section-2 of ITT and formats & details in section 3 (qualification information) should be compulsorily attested by a Gazetted Officer or a Notary and shall be uploaded through e portal (online) in the proper sequence mentioned in the Bid documents. The originals of all the uploaded documents (along with attested Xerox copies) shall be compulsorily produced for verification within in 7 days from the date of opening of the technical bid and also at any stage of tender process as and when sought for, failing which, the submitted bids are liable for disqualification and will not be considered for technical evaluation. The documents uploaded in the e-portal shall be legible. The uploaded documents which are not attested / poorly scanned/ not visible properly/ blank documents/ unreadable documents/ documents in other than English/Kannada language/ without proper certified translation in English/Kannada language will not be considered for technical evaluation & it will be rejected. Further failing to upload all the details in proper sequence, producing them in original as per the conditions of this notification, sections of ITT & qualification information are liable for disqualification. Further failing to produce the original of all the upload documents within in seven days from the date of opening of bid, shall be rejected. Further even if it is produced within seven days and fail to produce at any stage of tender process when sought for additional verification is liable for disqualification. Bidder shall upload all the details as per the section 3 (qualification information).
29. If there is no existing committed & ongoing works, the agency should upload an affidavit stating that there is no existing commitments and ongoing works. The affidavit should be attested by a Gazetted officer or a notary. Further the agency should compulsorily upload all the details of existing committed and ongoing works in the format as per clause 1.5(A) under section 3 – Qualification Information of the technical bid. The uploaded details should be compulsorily supported and attached by the certificates issued by the concerned

Engineers in charge of the work not below the rank of Executive Engineer. Further failing to upload the complete details, as per the conditions of this notification, sections of ITT/qualification information/ affidavit/other related documents as mentioned in the tender conditions, the technical bid is liable for disqualification and shall be rejected. Further self countered signed ongoing works statement without relevant proof as mentioned above, the tender is liable for disqualification and not consider for evaluation. Failing to upload the complete details are liable for disqualification rejection of the tender.

30. The bidders whose technical bid is opened/considered for Technical evaluation shall compulsorily submit all the original documents including the EMD declaration & Attested Xerox copies of all the uploaded technical bid documents to the concerned Assistant Engineer at TA section, Head Office, KIADB, Bengaluru, within 7 working days and during office hours i.e., 10.30 am to 5.30 pm from the date of opening of Technical bid positively for verification, failing which the opened technical bid may not be considered for technical evaluation & the bid may be rejected. Further the original documents should be produced for verification at any stage of tender process as and when sought.
31. The bidder should possess good conditioned plants & machineries and the maximum age of the plants & machineries should not exceed 5 years (i.e., Maximum age limit as on the date of notification). Not applicable
32. The bidder should have valid Registration certificate issued from Provident Fund Authority & should enclose the PF paid receipt of last 2 years.
33. The bidder should have valid Registration certificate issued from ESIC & should enclose the ESI paid receipt of last 2 years.
34. The bidder should have valid Registration certificate & clearance issued from Karnataka Sales Tax Department & should enclose Sales tax paid receipts of last 2 years.
35. The bidder should have valid registration service tax certificate/GST issued from competent authority and should enclose the service tax paid receipt of last 2 years.
36. The bidder should compulsorily upload the PAN card.
37. All the materials used for Electrical/Power infrastructure works /Street lights/Sub Station are to be got approved from KPTCL/ESCOM as per their norms and specifications. All the materials used for Civil works shall be as per detailed specifications.
38. The rates given in BOQ are exclusive of GST and inclusive of all other applicable taxes, duties, F&I, EPF & ESIC etc., complete.
39. The rates quoted by the bidder shall deemed to be excluding GST .
40. Applicable GST shall be paid to the contractor in each running bills / final bill
41. SAFETY PROCEDURE The bidder shall: (1) comply with all applicable safety regulations as per prevailing norms, to take care for the safety of all persons entitled to be on the Project Site, to use reasonable efforts to keep the Project Site and the Work clear of unnecessary obstruction so as to avoid danger to persons entitled to be on the Project Site, to provide fencing, lighting, guarding, watching etc., of the Work until completion and taking-over, if necessary to provide any temporary works (including roadways, footways, guards and fences) that may, because of the execution of the Work, be necessary for the use by or protection of the public and of owners and occupants of adjacent land.
42. PROTECTION OF THE ENVIRONMENT: The bidder shall take all reasonable steps to protect the environment (both on and off the Project Site) and to limit damage and nuisance to people and property resulting from pollution, noise or other aspects of his operations.
43. This work is reserved for "Category-I" contractors, and only "Category-I" contractors shall have to participate in the tender. The "Category-I" contractors participating in the tender should compulsorily furnish the Caste certificate issued by a competent authority, failing which the tender is liable for rejection.
44. The Contractor belonging to the "Category-I" shall be domicile of State of Karnataka for more than 10 (Ten) years. The bidder shall upload the relevant domicile certificate for the same.
45. The above condition from Sl No.1 to Sl No.45 are the part of the tender document and tender conditions.

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SECTION 1: INVITATION FOR TENDERS (IFT)

No.IADB/ENGG/ETND-EP-03/0364/2026-27

Date:23.06.2026

1. Karnataka Industrial Areas Development Board (KIADB) invites tenders from eligible tenderers, registered in GoK, for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table.
2. Tender documents may be accessed on e-portal, [http:// kppp.karnataka.gov.in](http://kppp.karnataka.gov.in). The tender can be downloaded in the portal as per prescribed date and time published in the e-portal. **Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.**
3. Tenders must be accompanied by earnest money deposit separately which to be paid online through e-Procurement portal as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e- procurement portal. Tenders will be opened at prescribed time and date in the e-procurement portal , in the presence of the Tenderers who wish to attend at the Office of Chief Engineer-2, **Karnataka Industrial Areas Development Board**, # 2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru-560009. Phone No. 080-22265383, If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. Other details can be seen in the tender documents.

TABLE

Sl. No	Name of the work	Approx cost put to tender (Rs in lakhs)	EMD (in Rs)	Time for completion Including Monsoon	Class of Contractor	Category
1	2	3	4	5	6	7
1	Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.	8.60	10,750	2 Months	Class-IV & above (Civil) issued from KPWD	CAT-I

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A. GENERAL

1. Scope of Tender

- 1.1 Karnataka Industrial Areas Development Board invites tenders from Class-IV & above Civil Contractors registered in KPWD, for the work (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Tender capacity:

- 3.1 Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

$$\text{Assessed available tender capacity} = (A \times N \times 5 - B)$$

Where;

A = Maximum value of Civil works executed in any one year during the last five years (*updated to 2026-27 price level*) taking into account the completed as well as works in progress.

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

B = Value, at 2026-27 price level, of existing commitments and on-going works to be completed during the next 02 months

- 3.1.1 To qualify for award of this contract, each Tenderer in its/his name should have in the last five years Period i.e., (2021-22 to 2025-26). (Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited.)

(a) Achieved in at least two financial year an average financial turnover (Civil Contracts Works only) of Rs.8.60 Lakhs. (usually not less than the estimated annual payments under this contract).

(b) Mandatory satisfactorily completion as a prime contractor for at any civil work, to an extent of not less than 25% of the amount put to tender (i.e., Rs.2.15 Lakhs).

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. TENDER DOCUMENTS

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response / commercial / technical through e-procurement portal online after downloading the tender.

5. Amendment of Tender documents

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

- 5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which Contractors should download.
- 5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. PREPARATION OF TENDERS

6. Documents comprising the Tender

- 6.1 The tender submitted by the Tenderer shall comprise the following:
- (a) The Tender (in the format indicated in Section 3).
 - (b) Earnest Money Deposit; (online payment through KPPP Platform).
 - (c) Priced Bill of Quantities; (Section 8).
 - (d) Qualification Information Form and Documents; and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception.**

7. Tender prices

- 7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 7.2 The Tenderer shall fill in rates and prices and line item total as in e-portal (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made before submitting on e-portal. The rate quoted by the bidder shall excluding GST as per the prevailing norms.
- 7.3 All duties, taxes (excluding GST), royalties and other levies payable / collectable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than **90 days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit: Rs.10,750.00

- 9.1 The Tenderer shall furnish, as part of his tender, **Earnest Money Deposit** in the amount as shown in the Table of IFT for this particular work.

The supplier/contractor should pay the Full Earnest Money Deposit (EMD) through the e-Procurement portal in the Government of Karnataka Central Pooling account held at ICICI Bank using any of the following payment modes:

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

The EMD amount submitted by the contractor should govern the following conditions:-

The EMD shall have to be valid for 45 days beyond the validity of the tender.

The EMD amount accepted in the form of electronic cash (and not through demand draft or Bank Guarantee) will be maintained in the Government of Karnataka Central Pooling account held at ICICI Bank.

The entire EMD amount of a particular tender is to be paid in a single transaction (through electronic cash)

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

- 9.2 "Not Applicable".
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 above shall be rejected by the Employer as non-responsive.
- 9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited:
 - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Security deposit

10. Format and signing of Tender

- 10.1 Not Applicable.
- 10.2 Not Applicable.
- 10.3 Not Applicable.

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

D. SUBMISSION OF TENDERS

11. Sealing and marking of tenders

- 11.1 Not Applicable..
- 11.2 Not Applicable
- 11.3 Not Applicable
- 11.4 Not Applicable

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

12. Deadline for submission of the Tenders

- 12.1 Tenders must be submitted before the deadline time on e-portal.
- 12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

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

14. Modification and Withdrawal of Tenders

- 14.1 Tender has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

- 14.2 Tender Can be withdrawn only before Bid submission date and time, as published in the e- procurement portal .
- 14.3 No Tender may be modified after the deadline for submission of Tenders.
- 14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause-9.
- 1 4.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission if available on e-portal.

E. TENDER OPENING AND EVALUATION

15. Tender opening

- 15.1 The Employer will open online all the Tenders received through e-procurement portal, in the presence of the Tenderers or their authorized representatives who choose to attend at 11.30 AM on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 15.2 Not Applicable.
- 15.3 The Tenderers names, the tender prices, the total amount of each tender, any discounts, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.
- 15.4 Not Applicable.

16. Process to be confidential

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

17. Clarification of Tenders

- 17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates, breakdown of executed quantities. The request for clarification and the response shall be in writing/email/by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.
- 17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

- 18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

- 19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to Clause 19; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 20.4 "Not Applicable"
- 20.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 24 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. AWARD OF CONTRACT

21. Award criteria

- 21.1 Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the

provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

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

- 22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

- 23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex facsimile, e-mail or e-procurement portal confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit/performance deposit & unbalanced tender amount(if necessary) in accordance with the provisions of Clause 24.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 23.4 Upon the furnishing by the successful Tenderer of the Performance Security and unbalanced tender amount (if necessary), the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

- 24.1 Security deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first and final bill the entire security deposit will be deducted from the final bill.
- 24.2 Not Applicable.
- 24.3 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Public sector bank as per RBI guidelines and it shall be released after completion of defects liability period. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit. Not Applicable

25. Corrupt or Fraudulent practices

- 25.1 The Board requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Board:
- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Board contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Board contract.

- 25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

26. Additional Clause;

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

General conditions

- 1 Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 1.1 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- 1.2 “Bidder from a country which shares a land border with India” for the purpose of this order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agency of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 1.3 I. The beneficial owner for the purpose of above clause will be as under:
 - (i) in case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain or control or ownership.
- 1.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 1.5 A Certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following for at:
- “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”*

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

FORM OF TENDER

Description of the Works: **“Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.”**

To : **The Chief Executive Officer & Executive Member**
 Address : **KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD**
 # 2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar,
 Bengaluru-560009. Phone No. 080-22265383

GENTLEMEN,

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

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

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

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

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: _____

QUALIFICATION INFORMATION

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

- 1.1 Constitution or legal status of Tenderer [Attach copy]
 Agency in which Registered (with Registration No.) _____
 Principal place of business: _____
 (Attach Copy)

- 1.2 Total value of Civil works executed and payments received in the last five years
 (in Rs. Lakhs) ¹
 2021-22 _____
 2022-23 _____
 2023-24 _____
 2024-25 _____
 2025-26 _____

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

(A) Existing commitments and on-going works:

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

(B) Works for which Tenders already submitted:

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

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

¹ Attach Certificate from Chartered Accountant

² Attach Certificates from Engineers –in- Charge

Letter of Acceptance
(letterhead paper of the Employer)

_____ [date]

To: _____ [name]
 and address of the Contractor]

Dear Sirs,

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

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 20.5 of ITT, in the form detailed in Clause 24.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 20 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

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

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of _____ a Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf
 of Employer)

Agreement Form**Agreement**

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

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

in the presence of:
 Binding Signature of Employer

Binding Signature of Contractor

SECTION 4: CONDITIONS OF CONTRACT**Table of Contents****A. General**

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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Board means Karnataka Industrial Areas Development Board.

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

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

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

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

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

Days are calendar days; **months** are calendar months.

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

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

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

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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

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

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

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

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

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

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

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

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

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Tender
 - (4) Contract Data
 - (5) Conditions of Contract
 - (6) Specifications
 - (7) Drawings
 - (8) Bill of quantities and
 - (9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

- 3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts, except arbitration, price escalation and advance payment clauses as decided by the Board

4. Employer's decisions

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

5. Delegation

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

6. Communications

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

**7. Sub contracting.
"Not Applicable"****8. Other Contractors**

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

9. Personnel

- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Board from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

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

11. Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

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

13. Queries about the Contract Data

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

14. Contractor to construct the Works

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

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

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

16. Safety

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

17. Discoveries

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

18. Possession of the Site

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

19. Access to the Site

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

20. Instructions

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

B. Time Control

21. Program

- 21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

- 22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

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

24. Management meetings

- 24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
- 24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

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

26. Tests

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

27. Correction of defects

- 27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

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

D. Cost Control

29. Bill of Quantities (BOQ)

- 29.1 The BOQ shall contain items for the construction / erection / shifting, installation, testing, and commissioning work to be done by the Contractor.
- 29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

- 30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer. Further approval from the competent Authority is to be obtained for the variations exceeding the BOQ.

31. Payments for Variations

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

- 31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

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

33. Payments

- 33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall as far as possible pay the Contractor the within 60 days of submission of bill.
- 33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events – Deleted

35. Tax

- 35.1 The rates quoted by the Contractor shall be deemed to be (excluding of GST), inclusive of the sales tax and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

- 36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

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

E. Finishing the Contract

38. Completion

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

39. Taking over

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

40. Final account

- 40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

- 41.1 If "as built" Drawings are required, the contractor shall supply them by the dates stated in the contract data.
- 41.2 If the contractor does not supply the Drawings by the dates stated in the contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the contract data from payments due to the contractor.

42. Termination

- 42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
 - (b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
 - (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
 - (e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
 - (f) The Contractor does not maintain a security which is required;
 - (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

- 42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

- 43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

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

45. Release from performance

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

F. Special Conditions of Contract

1. Labour :

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

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

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of

any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

3. Protection of Environment:

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

4. Conditions for Electrical Works:- (Applicable Only for Electrical Works) **A) For the works of providing power infrastructure**

The work shall be proceeded with expeditiously from the date of issue of work order and shall be completed within specified period.

1. The responsibility of safe custody of mechanical/electrical equipments/ materials, etc., shall be with the contractor until they are finally handed over to the Board/ESCOM and KPTCL.
2. The entire work shall be carried out under the direct supervision of Officers in charge, Executive Engineer (Elect) and Assistant Executive Engineer (Ele.) and ESCOM. In all cases of differences, disputes, etc., regarding the interpretation of specification of condition in general with any of the work, the decision of E.E.(Elec) and Chief Development Officer shall be final and binding on the contractor.
3. The contractor should see that the existing installation and working of the same are not affected during execution only after satisfactorily completion and charging of new lines, the existing installation shall be dismantled duly informed to the ESCOM.
4. An order book of the work shall be maintained and the contractor shall acknowledge the order given by
5. The officers and shall carryout accordingly.
6. Notwithstanding anything contained in any other condition and clauses of schedule appended to this tender, the terms of payments shall be as follows:
 - a. 65% against supply of materials at site in good condition subject to the approval by authorities and TA & QC ESCOM / KPTCL.
 - b. 25% of the cost will be paid after satisfactorily laying of UG cable, erection of TCs, Breakers poles, stringing of conductor.
 - c. 10% of the cost will be paid after satisfactorily completion and commissioning by ESCOM after obtaining approval from TA & QC, CEIG by observing all formalities and also from any other authorities.

Note: (1) All deductions at source from the bills like security deposit, IT, KST, etc., are exclusive from the terms of payment clause.

(2) The contractor shall furnish all in built drawings of work indicating all the measurements etc., to the E.E.(Elect) before commissioning the work.

7. In case of delay from KPTCL, ESCOM and site clearance or for any other reasons, request for re-voking any of the above terms of payment conditions to make additional payment will not be accepted.
8. The cable trench and laying shall be executed as per ISS No.1255-1967 duly taking all necessary precaution.
9. No work shall be covered up or put out of view without the approval of the Executive Engineer(Elect.) & Assistant Executive Engineer, (Ele.), KIADB and the contractor shall afford full opportunity to the Engineers to examine and measure any work, which is about to be covered.
10. The Executive Engineer (Elect.) and Assistant Executive Engineer (Ele.), KIADB & ESCOM will visit the manufacture premises for inspection and conducting tests as per ISI specifications on 11 KV XLPE UG cable and Breakers before dispatch of the materials, only after approval from the Executive Engineer (Elect.)/ Assistant Executive Engineer (Ele.), the materials shall be dispatched or otherwise the cable and Breaker will not be accepted at site. The manufacturer shall have all testing and laboratory facilities in their premises and contractor shall be present at the premises to make arrangements for conducting tests.
11. After delivery at site, the materials will be inspected, if the materials do not conform to relevant ISS/ISI and technical specifications of KPTCL/ESCOM and approval accorded at manufacturing premises during inspections, then such materials will be rejected. The contractor shall remove the rejected materials at his own cost.
12. It is the responsibility of contractor to obtain all necessary approvals and clearances which are required from TA & QC, Chief Electrical Inspector to Government and any other organization for commissioning the HT/LT lines and TCs. XII All necessary drawings, paper works, etc. and any other formalities required to be observed shall be the responsibility of contractor.
13. Whenever ESCOM/KIADB insist proof of having purchased the materials (used during executing the work) for verification. The contractor shall produce the purchase bills.
14. It is the responsibility of contractor to observe all necessary formalities of ESCOM for charging the lines and taking over the infrastructure like breaker lines TCs by ESCOM satisfactorily duly acknowledging the inventory of materials used in the work.
15. The contractor is responsible for safety and security of materials for which part payment is made by KIADB.
16. The contractor shall guarantee all the materials supplied by him including erection, electrification work for trouble free top class performance and against manufacturing defects, for a period of two year from the date of satisfactory completion and commissioning. The contractor shall make his own arrangement for rectifying defects/replacement of defective materials immediately on receipt of intimation from KIADB or ESCOM and power supply shall be restored. Failure of which, action will be taken to get the work done through other agency at the cost and risk of the contractor.
17. It is the responsibility of contractor to co-ordinate with ESCOM for commissioning the Breaker, HT/LT lines and TCs satisfactory by observing all formalities, and handed over to ESCOM & KPTCL. After this only, final bill shall be prepared.
18. The quantities shown in the schedule are approximate. The actual quantities will be executed as per site condition only. Any balance materials shall be taken back by the contractor.
19. The contractor shall not deviate/alter/execute excess quantities or additional items without the prior approval in writing from the Chief Development Officer or otherwise the excess / additional / deviated items executed without prior approval will be disallowed.
20. The Contractor shall obtain all necessary clearance from KPTCL and ESCOM for erection & commissioning of VC breakers in respective MUSS.
21. The Contractor shall take prior approval of drawing of VC breakers from KPTCL to suit for extension to the existing breakers in respective MUSS.
22. It is the responsibility of the contractor to pursue and obtain all necessary approvals from the Railways Department for crossing B.G. lines and also to obtain safety certificate of Railway crossing before charging the feeder lines.
23. The contractor shall arrange for inspection of transformers at manufacturer premises before dispatch to the site and shall produce ESCOM approval and TA and QC approval of transformers to be supplied.
24. The contractor shall obtain the necessary approvals if any, the NHAI/ State High way or any other authorities for laying HT UG cable.

25. All hard ware materials used for line work shall be of hot dip galvanized as per IS.
26. The contractor shall arrange for inspection by EE(Elec), KIADB and ESCOM for materials like conductor, RCC poles and hard ware materials at manufacturer premises before dispatch to site. Manufacturer test certificates shall be furnished.

B) FOR THE WORKS OF PROVIDING STREET LIGHTS IN KIADB INDUSTRIAL AREAS

1. The Contractor shall arrange for inspection, Testing of under ground cable by Executive Engineer (Ele) & Assistant Executive Engineer (Ele) at manufacture premises. In case of failure of any of the acceptance tests as per IS standard, the cable will be rejected.
2. **Terms of Payment:**
 - a) Only 75% will be paid against the supply of materials at site in good condition.
 - b) 15% will be released after satisfactory completion of erection of materials.
 - c) 10% will be released after satisfactory commissioning of street lights in all respect including assigning of RR No's by the ESCOM
3. The contractor shall submit as inbuilt drawings of the entire work indicating correct measurements from pole to pole and cable route, Control Box, poles erected etc., to the AEE (Ele) and Executive Engineer (Ele) for inspection before claiming final Bill. Failed to do so the final bill will not be arranged.
4. It is the responsibility of the contractor to arrange for servicing the installation by pursuing with ESCOM authorities (as a liaison between ESCOM and consumer) with in the stipulated time mentioned in the work order
5. The contractor shall submit the work completion report along with wiring diagram in duplicate duly signed by contractor and his Technical supervisor, to the AEE(Ele) KIADB, for signature and shall re-submit to ESCOM
6. The contractor shall arrange to submit Rs.50/- stamped ESCOM agreement for each installation as required by ESCOM. The cost of agreement will be reimbursed to the Contractor.
7. During execution of work any deviation, alteration and addition to the items mentioned in schedule-B prior approval shall be obtained from the Chief Engineer & Chief Development Officer or other wise these additional extra items will not be taken into account at the time of final measurements.
8. The contractor is responsible for safety, security & quality & quantity of all the materials for which part payment is received from KIADB.
9. Prior approval shall be obtained from EE (Ele) for all the materials, Make & Type before used for the work, failed to do so, the materials supplied will be rejected.
10. The contractor shall produce the original invoice/bills for having purchased the street light fittings/cable from manufactures distributors/authorized dealers after retaining a copy of the bill. The original will be returned to the contractor; failure to comply this condition, the fittings and cable will not be accepted
11. The M.S. pipes purchased by the contractor for fabrication of poles shall be got approved for EE (Ele) before and after fabrication of poles as per the specifications, failed to do so, the poles will not be accepted.
12. The routine and type tests certificates of underground cable indicating all technical details, drum No. batch, date of Manufacturing and purchase bill shall be submitted, failure of which cable will not be accepted.
13. The work shall be carried out under the supervision of AEE (Elec.) & EE (Ele) and shall comply with directions for satisfactory completion of the work.
14. The entire work should be executed as per standard specifications of IE rules.
15. Unless power supply is arranged by the Contractor through ESCOM and assigned R.R.No & Date of service including installing of energy meters the final bill will not be arranged.
16. The contractor shall maintain the work for 24 months, any defects materials found, the contractor shall replace such materials or rectify defects with in a week from the date of report by AEE (Ele), for satisfactory illumination of street lights.
17. The contractor shall produce letter from ESCOM for having serviced the street lights installation indicating R.R, No. Date of service and Additional power sanctioned.
18. The contractor shall inform in writing that work has been completed in all respect after servicing by ESCOM and satisfactory illumination of all the street lights to take final measurements.
19. The Contractor shall lay the Under ground cable and erect the poles only in the presence of KIADB Engineers/representative. Failure of which, the cable laid will

- not be accounted.
20. The contractor shall mark the pole No's on all the poles using approved Two type enameled paints for base and Nos.
 21. The contractor shall guarantee the materials and work for fresh tree top class performance and against manufacturing defects for a period of two years from the date of satisfactory completion and commissioning. The contractor shall make arrangement for rectifying / replacement of defective materials immediately on receipt of intimation from concerned Executive Engineer (Ele)/ Asst.Executive Engineer (Ele). Failure of which action will be taken to get the rectification through other agency at the cost and risk of contractor.
 22. The contractor shall produce the original invoice / bills for having purchased the street light fittings / cable from manufactures distributors / authorized dealers after retaining a copy of the bill. The original will be returned to the contractor; failure to comply this condition, the fittings and cable will not be accepted. The octagonal poles purchased by the contractor shall be approved by AEE(Ele) & EE (Ele) before and after fabrication of poles as per the specification, failed to do so, the poles will not be accepted. The routine and type tests certificates of underground cable indicating all technical details, drum No. batch, date of Manufacturing and purchase bill shall be submitted, failure of which cable will not be accepted. During execution of work any deviation, alteration and addition to the items mentioned in schedule – B prior approval shall be obtained from the Chief Engineer & Chief Development Officer or other wise these additional extra items will not be taken into account at the time of final measurements. The contractor shall submit the work completion report along with wiring diagram in duplicate duly signed by contractor and his Technical supervisor, to the AEE (Ele), KIADB, for signature and shall re-submit to ESCOM .It is the responsibility of the contractor to arrange for servicing the installation by pursuing with ESCOM authorities (as a liaison between ESCOM and consumer) with in the stipulated time mentioned in the work order .The work shall be carried out under the supervision of EE (Ele) & AEE (Elec.) & DO and shall comply with directions for satisfactory completion of the work. The entire work should be executed as per standard specifications of IE rules.

C) For the works of Supply, erection and commissioning of submersible Centrifugal / Thrive pumpsets:

1. Terms of payment: Not withstanding anything contained in any other conditions and clauses of a schedule appended to the tender, the terms of payment shall be as follows:
 - i. 75% of the value of each consignment of equipment and Accessories shall be paid against delivery at site of work and erection in good condition in the respective Bore well.
 - ii. Balance 25% of the value of equipment and accessories including electrification and commissioning and completion of the period of trial run of seven days
2. The Agency shall pursue with ESCOM and obtain sanction of power and arrange for servicing the installations. It is the responsibility of the agency to observe all ESCOM formalities till satisfactory commissioning of pump sets. All the deposits to ESCOM will be paid by KIADB including cost of agreement paper.
3. The Agency shall guarantee all the equipments, pump sets including erection and electrification for trouble free top class performance and against defects due to manufacture or bad workmanship for a period of one year from the date of satisfactory completion of work. The Agency shall replace free of cost of the whole equipment or part thereof that might be found defective ith suitable one and ensure proper working of pump sets during guarantee period. In case of failure to replace any defective equipments or parts thereof within seven days from the date of intimation by the AEE(Elec), the same will be got done by the Board at the cost and risk of the contractor.
4. The Agency shall furnish the manufacturer test certificate for each pump set before delivery at site of work. It should be clearly indicated date of manufacture, date of Tests and results etc., duly signed by manufacture engineers. All tests shall be carried out in accordance with the relevant ISS or equivalent standard specification.
5. The entire work is to be carried out on turnkey basis. The Board therefore cannot undertake any responsibility for un-loading, transporting and storing the materials. It is the responsibility of contractor to safe guard, providing security to the pump sets installations till taken over by board in satisfactory condition.

6. The work shall be carried out as per the specification. No additional or deviation to the items of work is allowed except prior approval of Chief Development Officer.
7. The S.D. and EMD will be returned only after satisfactory completion of maintenance period.
8. The pump set should give discharge as indicated against each pump set, or otherwise pump set should be replaced by suitable pump set.
9. The Agency shall get approval of all the materials before erection.

D: FOR THE WORKS OF REPAIR, OPERATION AND MAINTENANCE OF STREETLIGHTS ON ANNUAL CONTRACT SYSTEM IN KIADB INDUSTRIAL AREAS:

1. The contractor shall own ladder mounting jeep vehicle in the name of firm & shall enclose the related documents with technical Bids as an evidence of ownership. Otherwise liable for disqualification.
2. The contractor shall arrange to setup office/service station in the industrial area at their own cost and risk
3. The contractor shall provide 24x7 Help Line number of the service station along with name of the contact person and the same shall be displayed in the industrial area.
4. The contractor shall arrange telephone operator to register the complaints 24x7 at their own cost and risk.
5. The contractor shall reserve separately one ladder mounted jeep in the respective industrial area 24x7 to rectify the complaints within 24hrs after registering the complaint.
6. The contractor shall have individually satisfactorily completed one single street light maintenance work for a value not less than 50% amount put to tender of the value of the work in this notification. (25% of amount put to tender of the value of the work for SC/ST contractors applicable as per G.O. No- FD876EXP-12 dt.15/09/2017)
7. The contractor shall maintain 1-Supervisor, 2-wireman, 2-Helper, driver for ladder jeep. And the Supervisor, wireman, Helper and driver should have duly attested certificate/license from authorized departments.
8. It is responsibility of the contractor to enroll their staff/workers deputed for the maintenance work under ESIC/Insurance scheme and the Board will not be responsible for human accident/human death caused during execution of the maintenance work.
9. The Contractor shall provide Electrician as mentioned in the schedule and should have uploaded the duly attested certificate/ license from authorized departments. Otherwise technical bids are liable for disqualification.
10. Terms of payment
 - i. 40% of the total payment will be made after successful completion of supply of materials, repair & maintenance for a period 3 months in first quarter year. However no payment will be made until the repair & maintenance works is successfully completed in first quarter year.
 - ii. 20% after successful completion of maintenance work for a period of 3 months in 2nd quarter year
 - iii. 20% after successful completion of maintenance work for a period of 3 months in the 3rd quarter year
 - iv. 20% after successful completion of maintenance work for a period of 3 months in the 4th quarter year
11. The contractor shall guarantee the materials, work & performance against manufacturing defects for a period of one year from the date of satisfactory commencement & completion / commissioning. The contractor shall make arrangement for rectifying/ replacement of defective materials immediately on receipt of intimation from concerned Executive Engineer (Ele)/ Asst. Executive Engineer (Ele)/ Assistant Engineer (Ele)/Association. Failure of which action will be taken to get the rectification through other agency at the cost and risk of contractor.
12. The contractor is responsible for safety, security, quality & quantity of all the materials for which payment is received from KIADB.
13. Prior approval shall be obtained from EE (Ele) for all the materials, Make & Type before using in the works, failed to do so, the materials supplied will be rejected
14. The maintenance work includes supply and replacement of all components/ materials such as lamps, chokes/ ballast, starter, condensers, igniters, side holders, drivers, MCB's, NO-NC contacts, fuses, wire etc, including painting of poles and footings, pole numbering and preparing of master register for each industrial Area/Zonal Office, removing of bunting,

- posters, theards, banners from the street lighting poles, Direct, tapping, Bimetal and all other nature of faults etc., to be attended by the contractor with the quoted rate/cost.
15. The contractor shall maintain the register for replacement of all components/ materials such as lamps, chokes/ballast, starter, condensers, igniters, side holders, drivers, MCB's, NO-NC contacts, fuses, wire etc., complete and the same shall be produced to AEE (Ele) at the end of each month.
 16. The contractor shall maintain attendance for their supervisor/workers deputed for the subject work and shall produce to the EE(Ele)/AEE(Ele) whenever necessitates.
 17. The contractor shall complete the total repair work within 1month of date of work order as per the directions of Engineer in charge of the work and shall take up the maintenance work from 2nd month till the date of completion of work as per work order.
 18. The contractor shall maintain the work for twelve months, any defective materials found, the contractor shall replace such materials or rectify defects within 2 days from the date of report by AEE (Ele)/AE(Ele) for satisfactory illumination of street lights.
 19. It is the responsibility of the contractor to pursue with ESCOM/KPTCL authorities to arrange for LC and connected work during execution of maintenance work.
 20. The contractor shall maintain 3-phase system to the existing streetlights, so that total load of the circuit can be divided equally on each phase.
 21. The contractor shall maintain the timer from 6.00pm to 6.00am. If any deviation found in the timer timing shall be attended by the contractor on daily basis.

ADDITIONAL CONDITIONS FOR THE WORK OF PROVIDING STREET LIGHTS IN KIADB INDUSTRIAL AREAS

1. The Contractor shall arrange for inspection, Testing of under ground cable by Executive Engineer (Ele) & Assistant Executive Engineer (Ele) at manufacture premises. In case of failure of any of the acceptance tests as per IS standard, the cable will be rejected.
2. **Terms of Payment:**
 - a) Only 75% will be paid against the supply of materials at site in good condition.
 - b) 15% will be released after satisfactory completion of erection of materials.
 - c) 10% will be released after satisfactory commissioning of street lights in all respect including assigning of RR No's by the ESCOM.
3. The contractor shall submit as inbuilt drawings of the entire work indicating correct measurements from pole to pole and cable route, Control Box, poles erected etc., to the AEE(Ele) and Executive Engineer (Ele) for inspection before claiming final Bill. Failed to do so the final bill will not be arranged.
4. It is the responsibility of the contractor to arrange for servicing the installation by pursuing with ESCOM authorities (as a liaison between ESCOM and consumer) with in the stipulated time mentioned in the work order
5. The contractor shall submit the work completion report along with wiring diagram in duplicate duly signed by contractor and his Technical supervisor, to the AEE(Ele) KIADB, for signature and shall re-submit to ESCOM
6. The contractor shall arrange to submit required stamped ESCOM agreement for each installation as required by ESCOM. The cost of agreement will be reimbursed to the Contractor.
7. During execution of work any deviation, alteration and addition to the items mentioned in schedule-B prior approval shall be obtained from the Chief Engineer & Chief Development Officer or other wise these additional extra items will not be taken into account at the time of final measurements.
8. The contractor is responsible for safety, security & quality & quantity of all the materials for which part payment is received from KIADB.
9. Prior approval shall be obtained from EE(Ele) for all the materials, Make & Type before used for the work, failed to do so, the materials supplied will be rejected.

10. The contractor shall produce the original invoice/bills for having purchased the street light fittings/cable from manufactures distributors/authorized dealers after retaining a copy of the bill. The original will be returned to the contractor; failure to comply this condition, the fittings and cable will not be accepted.
11. The colour of cable inner sheath shall be in yellow and outer sheath in blue colour for easy identification of cable.
12. The M.S. pipes purchased by the contractor for fabrication of poles shall be got approved for EE(Ele) before and after fabrication of poles as per the specifications, failed to do so, the poles will not be accepted.
13. The routine and type tests certificates of underground cable indicating all technical details, drum No. batch, date of Manufacturing and purchase bill shall be submitted, failure of which cable will not be accepted.
14. The work shall be carried out under the supervision of AEE(Elec.) & EE(Ele) and shall comply with directions for satisfactory completion of the work.
15. The entire work should be executed as per standard specifications of IE rules.
16. Unless power supply is arranged by the Contractor through ESCOM and assigned R.R.No & Date of service including installing of energy meters the final bill will not be arranged.
17. The contractor shall maintain the work for **12 months**, any defects materials found, the contractor shall replace such materials or rectify defects within a week from the date of report by AEE.
18. The contractor shall produce letter from ESCOM for having serviced the street lights installation indicating R.R, No. Date of service and Additional power sanctioned.
19. The contractor shall inform in writing that work has been completed in all respect after servicing by ESCOM and satisfactory illumination of all the street lights to take final measurements.
20. The Contractor shall lay the Under ground cable and erect the poles only in the presence of KIADB Engineers/representative. Failure of which, the cable laid will not be accounted.
21. The contractor shall mark the pole No's on all the poles using approved Two type enameled paints for base and Nos.
22. The contractor shall guarantee the materials and work for fresh tree top class performance and against manufacturing defects for a period of one year from the date of satisfactory completion and commissioning. The contractor shall make arrangement for rectifying / replacement of defective materials immediately on receipt of intimation from concerned Executive Engineer(Ele)/ Asst.Executive Engineer(Ele). Failure of which action will be taken to get the rectification through other agency at the cost and risk of contractor.

LIST OF RECOMMENDED MAKES OF ELECTRICAL MATERIALS

Sl No	Materials	Makes**
1	11kV UG HT XLPE cables(Round Armoured)	Unistar/Havells/KEI/Polycab / SBEE & Equivalent
2	1.1kV UG LT XLPE cables(Round Armoured)	Unistar/Havells/KEI/Polycab/ RPG/SBEE/Rotoplast & equivalent
3	Transformers BEE Star rated	Vijay vidhuth / Vijay Electricals / Reliable Electricals/ Armour & equivalent
4	LED Street Light fittings	Philips/Bajaj/Halonix/LT/Orient/Surya/Benlo & equivalent
5	Poles	Bajaj/Valmount/Transrail/ Consate/ Surya / HAKKE & Equivalent
6	RMUs/OD	MEI/ SIEMENS/ABB/ Schneider & equivalent

****Note: The bidder should get prior approval from the concerned Engineer incharge of the work before using of above materials make in the site.**

Technical specifications and conditions for LED Street lights fittings.

CONFORMANCE STANDARDS FOR LUMINARIES

- 1) LM80 compliance certificate to be adhered by the LED manufacturer.
- 2) LM79 certificate from NABL/CPRI accredited laboratory.
- 3) LED data sheet comprise of lumen output, junction temperature, pad temperature, thermal resistance and LED drive current.
- 4) Luminaire should be tested as per IS +10322 standards and following Test Reports should be submitted along with the tender: Heat Resistance Test, Electrical/Insulation Resistance Test, Endurance Test, Humidity Test, Electronics Test.
- 5) For Luminous efficiency and light output, Photometry Test of the Luminaire to be submitted.
- 6) Design registered.

LM-79 and LM-80

Light emitting diodes (LEDs) are a unique source. They are more reliant upon effective thermal management than any previous source, more directional, and LED luminaires have to be designed and tested as an entire system. Therefore, new testing guidelines are required. There also needs to be a correction between how LEDs and LED luminaires are tested. In response, LM-79 and LM-80-08 for LED device testing respectively. Two LED LMs are LM-79-08.

LEDs are solid-state electronic devices that directly convert electricity into light. Heat is a by-product produced in the p-n junction where the direct conversion occurs. This junction temperature or TJ heat must be conducted through the thermal pad and away from the LED. Due to the direct conversion LED, lumen maintenance is better than traditional lamps with losses due to secondary conversion processes. Lumen maintenance measures how well a light source maintains its lumen output over time as a percentage of initial light output.

LM-80 for LEDs

LM-80-08 Approved Method: Measuring Lumen Maintenance of LED Light Sources. LM-80 prescribes uniform test methods under controlled conditions for measuring LED lumen maintenance while controlling LED TS (case or solder temperature), the DC forward voltage and LED forward current. It is for the LEDs themselves³, not LED luminaires. LM-80 was developed to address differences in measuring the performance of this newer technology.

LED manufacturers measure LEDs in pulse mode with short pulse -10 or 20 milliseconds (Thousandths of a second) which does not heat up the LED. Thus, no heat sink is required and TJ equals ambient (controlled to 250C). This is useful for doing high yield LED measurements quickly and explains why LED data sheets show LED performance at TJ=250C. In contrast, we measure LED performance in-situ with the LEDs installed in our luminaires operated in constant DC mode. There are numerous LEDs configured together in close proximity, elevating TJ above 250C. This impacts the photometric performance of the LEDs. LM-80 requires 550 C. 800C and one other Ts chosen by the LED manufacturer. It also requires lumen maintenance data out to at least 6,000 hours of constant DC mode (not pulse mode) operation⁴. LED Source Manufacturer chooses > 850C for the third TS to better represent in-situ conditions and they have data out to 10,000 hours, the preferred duration in LM-80. Based upon LM-80 data, LED manufacturers extrapolate lumen maintenance out to tens of thousands of hours (TM-21 which will standardize an extrapolation method).

The data resulting from LM-80 measurements are matrices of lumen maintenance values. Data in combination with our UL in-situ thermal testing to predict the lumen maintenance of the LEDs when used in our luminaires and, subsequently, the lumen maintenance of the LED luminaires themselves. Using the data to predict LED color stability over time at the various TS temperatures.

LM-79 for LED Luminaires

LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products. LM-79 prescribes uniform test methods under controlled conditions for measuring photometric and colorimetric performance as well as electrical power of LED luminaires⁵.

Unlike traditional sources which are typically tested using relative photometry with test lamps and ballasts, LED luminaires are tested using absolute photometry with production LEDs and luminaires in the orientation in which they will be installed⁶ for a true test of LED performance. LEDs perform differently due to elevated TJ which is further impacted by luminaire orientation and thermal conditions. If the LEDs were removed from the luminaire their performance would change which is why absolute photometry must be used for LED luminaires.

LM-79 testing is typically performed with either an integrating sphere for all photometric and colorimetric measurements or an integrating sphere in combination with a goniophotometer. The integrating sphere is recommended for colorimetric measurements.

Electrical characteristics-LM79

A variety of electrical measurements may be conducted as part of LM-79 testing, including but not limited to:

- Input voltage current, expressed in volts (V). Testing is performed with the SSL product operated at its rated input voltage.
- Input current, expressed in amperes (A). Input current can be either direct current (DC) or alternating current (AC), depending on product design. Note that this metric is not equivalent to the current supplied to a given LED light source (i.e., LED drive current), which often cannot be measured directly without damaging the product.
- Input power, expressed in watts (W). Input power is essential for determining energy savings.
- Power factor (PF), is a power quality metric reported as a unitless decimal value between zero and one. PF is calculated by dividing input power by the product of input voltage and input current.
- Lumen output of complete luminaires.
- Spatial Distribution of Light.
- Polar Plots of Luminous intensity.
- Spacing Criteria.
- Isoilluminance Plots.
- Zonal lumens and BUG Ratings.
- Beam and Field Angles.

Additional Considerations

Test Method and Apparatus

The content of a given LM-79 report depends in part on the apparatus used for measurement. Using an integrating sphere, the total lumen output of a tested source is captured in a single measurement. An integrating sphere is also the most common apparatus for capturing colorimetric data. By contrast, using a goniophotometer, luminous intensity measurements are recorded at a series of locations surrounding the test sample and then total luminous flux is calculated. Some goniophotometers may have the capability. but most do not measure colorimetric performance.

Summary

As a newer technology LEDs ought to be tested correctly using testing methods and equipment appropriate to the technology. We shall provide the standards and guidelines used by the lighting industry to properly test LEDs (LM-80) and LED luminaires (LM-79).

Additional Technical Specifications to LED Street lights fittings:

Supplying and Fixing of LED Luminaries / streetlights / flood lights

1. The street fittings designed as per conformance standards for luminaries. Specifications of items contained Spn no. 1, 2, 3, 4, 5, 6
2. The street LED light fittings are manufactured for 5 years warranty against any defects viz. PCB, LED's, Drivers, Toughened Glass, Aluminum Body, Heat sink system, IP-66 under standard electrical power distribution. Approved by NABL / CPRI / KPWD / MPWD / CPWD OR equivalent any State Govt. / Govt. of India.
3. Operating Systems : Operating Voltages 110 to 280 Volt, operating temperature range -20 degree C to +50 degree C. Operating humidity 10% to 90% RH. Luminarie efficiency 80 LM / W or above. LED efficiency 120 LM / W or above. System power efficiency > 85%. Total system wattage < (rated wattage + 15% of rated wattage). LED driver current 350 - 700 Ma. Lumen output < 2000 lumens. LED beam angle fully cut-off. power factor greater than 0.90. colour rendering index greater than 70. construction - high power SMD and LED must be mounted on copper MCPCB for high thermal conductivity and faster heat transfer from the LED junction.
4. The electronic components used shall be as follows : a) IC shall be of industrial grade or above. B) The resistor shall be prepared made of CFR and MFR adequate rating the actual rating verses loading by factor of 3. c) The junction temperature of the switching devices such as transistors and MOSFET etc. shall not exceed 125 degree centigrade (allowing thermal margin of 25 degree centigrade). d) The construction of PCBs and the assembly for computers for PCBs should be as for IS standards. e) The LED module(s) driver gear etc shall be designed in a such a way so that temperature of heat sink shall not exceed 15°C above the ambient temperature. f) Secondary lens array should be provided for optimize roadway photometric distribution photometric measurements according with LM-79/IS 16015. g) Lens material should be optical high grade PMMA with more than 90% light transmittance.
5. Warranty : The defect liability period of work in this notification will be 12 months. This is reckoned from the date of completion of the work. The items of works should be executed with stringent quality assurance norm and should not be required any repair for stipulated period after completion of the same. If the stretch / structure notified above require any repair during the liability period as above, the Contractor / firm shall re-do the same at his own risk and cost.
6. The Contractor should set up a quality control unit at work spot for conducting periodical quality control tests at his own cost.
7. The relevant certificates and details shall be furnished of LED fittings in the technical bid, details of company / agencies / firms profile to be enclosed. Any conditions will not be accepted.
8. Materials : The cost/value of the existing HPSV / MH street light materials and released articles is to be assessed up to 5% and should be deducted in the Bills.

Supplying and Laying of LT UG Cables :

The manufactured of LT UG cables 1.1 KV class round armoured should be inspected as per technical conditions and parameters (KPWDE d, e, f, g, h and GTP 7.4 to 7.7 of specifications).

Supplying and Installation of High mast / Octagonal / GI / Conical poles.

9. The manufactured of Highmast / Octagonal / GI / Conical poles as per designs of KPWDE SR and Standard Electricals) make to be approved, by the competent authority of Electrical Department of KIADB.
(as per the technical standard conditions of KPWDE / Govt. of India)

SECTION 5: CONTRACT DATA

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

The following documents are also part of the Contract:

Clause Reference

The Employer is : [1.1]

Name: Chief Executive Officer & Executive Member (CEO & EM) [1.1]

Address: **KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD**
2, 2/1 & 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar,
Bengaluru-560009. Phone No. 080-22265383

Name of authorized Representative: CHIEF ENGINEER-2, KIADB, B'LORE

"Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District." [1.1]

NIT No.IADB/ENGG/ETND-EP-03/0364/2026-27

The Works consist of "Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply."

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 02 months including monsoon [15, 22]

The following documents also form part of the Contract: [2.2]
Bill of quantities

The Site Possession Date is: [18]

The Site is located at Kanagala Industrial Area, Hukkeri Taluk, Belagavi [1.1]

The Defects Liability Period is 12 Months. [27]

The liquidated damages for the whole of the works are
Rs.0.1% of the Contract price per day (amount) per day [36]

The maximum amount of liquidated damages for the whole of the works
is ten percent of final contract price. [36]

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

1. The contractor has contravened clause 7 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be as per actuals. [43.1]

SECTION 6: SPECIFICATIONS

- **The materials should be purchased from recognized and registered firm which is approved by ESCOM / KPTCL for electrical works.**
- **All the materials should be as per relevant BIS.**
- **Test certificates where ever necessary may should be furnished.**

SECTION 7: DRAWINGS

ATTACHED

SECTION 8: BILL OF QUANTITIES

Name of the Work: “Installation & Commissioning of Bulkflow Meter (Bulk Water Connection) for the 5MLD water supply in Kanagala Industrial Area, Hukkeri Taluk, Belagavi District.”

BOQ as in e-portal

Note:

- (1) *Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 7.2 and CC Clause 33.2).*
- (2) *Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.*
- (3) *Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
[ITT Clause 19.1(a)]*
- (4) *Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 19.1 (b)]*

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

This guarantee shall be valid until 180 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____