

**Tender for providing& fixing Diningpendals, flower decoration,  
supplying chairs, dining tables, erecting of banners and lighting  
arrangements on the Occasion of 8<sup>th</sup> Annual Convocation of Rani  
Channamma University, Belagavi.**

**TENDER NOTIFICATION**

**Date: 31.08.2020**

### **TENDER NOTIFICATION**

**Name of work:** "Tender for Providing & fixing Dining pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements for of 8<sup>th</sup> Annual Convocation of Rani Channamma University, vidyasangama, Belagavi at VTU, Belagavi.

SI No	Name of the Service	Estimated Cost	EMD	Tentative Date & Venue of supply
01	<b>Supply of Dining pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements on the Occasion of 8th Annual Convocation of Rani Channamma University,Belagavi.</b>	Rs. 3,52,550.00	Rs. 8,815.00	September, 2020 at VTU, Belagavi
02	Tender Documents Available for download in e-procurement Portal		<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>	
03	Last date and time for tender Queries/Clarification		10.09.2020 at 4pm	
04	Last date for uploading the filled Tender document		11.09.2020 at 4pm	
05	Time and Date of opening of Technical Bids		14.09.2020 at 11.30am RCU, Vidya Sangama, Belagavi	
06	Time and Date of opening of Financial Bids		16.09.2020 at 03.00 P.M. RCU, Vidya Sangama, Belagavi	

## SECTION 1: INVITATION FOR TENDERS

All the terms and conditions relevant to the e-procurement only may be followed

### IFT No.

The Registrar, RCU, Belagavi invites tenders from eligible Tenderers, for ***Providing& fixing Dinning pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements for 8<sup>th</sup>Annual Convocation of Rani Channamma University, "VidyaSangama", Belagavi at VTU, Belagavi.*** detailed in the Table below. The Tenders may submit Tenders for any or all of the works given in the Table.

***Two covers Tender procedure as per Rule 28 of the KTPP Act and e-Procurement rules shall be followed***

2. Tender documents may be obtained online from e-Procurement Web site from <http://eproc.karnataka.gov.in>
3. Tender must be accompanied by Earnest Money Deposit specified for the work in the Table below Earnest money deposit will have to be in any one of the forms as specified in the tender and shall have to be valid for 45 days beyond the validity of the tender.
4. Other details can be seen in the tender documents.

**Table**

Sl No.	Name of the work	Approximate Value of Work (Rs.)	Earnest Money Deposit (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5	6

**As per the Tender Notification**

**Table of Clauses**

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14	Modification and Withdrawal of Tenders
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24	Security deposit
25	Corrupt or fraudulent practices
26	Facilities

## (A) General

### 1 Scope of Tender

- 1.1 The Registrar, RCU, Belagavi invites Tender from Contractors registered in Karnataka P.W.D./ MES/CPWD/KPTCL class III/Firm/ Agency for the construction of works (as defined in these documents and referred to as “the works”) detailed in the Table given in the invitation for Tenders. The tenderers may submit tenders for any or all of the works detailed in the table given in invitation for Tender.

### 2 Eligible Tenderers

- 2.1 Tender shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.2 Tender from Joint ventures are not acceptable.
- 2.3 The bidders should provide all the documents in originals for the verification

### 3 Qualification of the Tenderer

1. Tenderer must be Registered company / Establishment / other Registered Firms (Self attested copy of Certificate of Incorporation must be attached along with Technical Bids)
  2. Tenderer must have completed at least two financial year as on 31<sup>st</sup> March 2019 (a self-declaration must be attached along with the Technical Bid), If financial year completed document of 31<sup>st</sup> March 2020 is available the same can be attached by the tenderer. (Due to covid-19 purpose)
  3. achieved in at least two financial years an average annual financial turnover of **Rs.10 Lakhs** (not less than the estimated cost under this contract)
  4. Mandating satisfactory completion as a prime tenderer for at least one similar work to an extent of 50% of the cost of the work.
  5. The Tender or his identified sub-tenderers should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. 1,00,000/- (not less than 50% of the electrical works) in any one year.
  6. Tenderer must have valid GST registration certificate (Self attested copies of registration certificates must be enclosed with Technical Bid)
  7. Tenderer must have valid PAN number (Self attested copy of PAN certificate must enclose with Technical Bid)
  8. Tenderer should not have been black listed by any State or Central Government Department in India. Company/Firm should submit a self-declaration in this regard. Any false declaration would lead to rejection of Bids. (Self-Attested declaration must be attached along with Technical Bid)
- 3.3 Tenderer who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available Tender capacity will be calculated as under;

$$\text{Assed available tender Capacity} = (A * N * 2.5 - B)$$

Where

A= Maximum value of civil engineering works executed in anyone during the last five years  
i.e.( ) taking in to 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 \_\_\_\_\_ price level, of existing commitments and on-going works to be completed during the next \_\_\_\_\_ years

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

- 3.4 Even though Tenderer meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representation in the forms, statements and attachments submitted in the 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 some work and had quoted unreasonably high tender prices and could not furnish rational justification.
- 3.5 In the case of death of tenderer after executing the agreement / commencement of the work, his legal heir, if an eligible registered tenderer and willing can execute and complete the work at the accepted Tender rates irrespective of the cost of the work.

### **(B) Tender documents**

#### **4 Content of tender documents**

- 4.1 The set of tender documents shall have all the Sections given in page 2:
- 4.2 Both the sets should be completed and returned with tender.

#### **5 Amendment of tender documents**

- 5.1 Before the deadline for submission of tenders the Employer may modify the tender documents by issuing agenda.
- 5.2 Any addendum thus issued shall be part of the tender documents shall be communicated in writing or by cable to all the purchasers of the tender documents.
- 5.3 To give prospective tenderer 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) Tender documents**

#### **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;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Forms and Documents;
- and any other materials required by tenderer in completing and submitting in accordance with these instructions. The documents listed under Section 3, 5, and 8 shall be filled 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 Price Bill of Quantities submitted by the Tenderer.
- 7.2 The tenderer shall fill in rate and prices and line item total (both in figures and words) for all items of the works described in the Bill of Quantities along with total Tender Price (both in figures and words)

- Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and Bill of Quantities. Correction if any shall be made by crossing out initialing dating and rewriting.
- 7.3 All duties, taxes Labour welfare Cess and other levies payable by the contractor under the tenderer, or for any other causes, shall be included in the rates, price 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 period not less than One Hundred and Eighty (180) days after the deadline date for tender submission specified in clause 12. A tender valid for 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 tendere may extend the period of validity for specified additional period. The request and the Tenderer's responses shall be made in writing or by cable. A Tender may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with clause 9 in all respects.

## **9 Earnest Money Deposit**

- 9.1 The Tenderer shall furnish as a part of his Tender, earnest money deposit (at 2.5% of the cost work put to tender) in the amount as shown in column 4 of the Table of IFT for this particular work, ***The EMD shall be submitted through e-procurement.***
- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** validity of the tender.
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and secured as indicated in Sub-Clause 9.1 and 9.2 above shall be rejected by the Employer non responsive.
- 9.4 The earnest money deposit of unsuccessful tenderer will be return within 30 days of the end of the Tender validity period specification in Subject Clause 8.1.
- 9.5 The earnest money deposit of 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 Tenderer does not accept the correction of the Tender price, pursuant to Clause 19; or
  - (c) in the case of successful Tender; if the Tenderer fails within the specified time limit to
    - (i) Signe the Agreement; or
    - (ii) furnish the required Security deposit

## **10 Format and signing of Tender**

- 10.1 The Tender shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these instructions to Tenderer and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them. The original shall prevail.

- 10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of The Tenderer. All pages of the Tender where entries or amendments have been made shall be initialed by the person signing the Tender.
- 10.3 The Tender shall contain no alternation or additions, excepts those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tender, in which case such correction shall be initialed by the person signing the Tender.

#### **(D) Submission of Tenders**

### **11 Sealing and marking of Tenders**

- 11.1 Tender must be submitted through e-procurement only.
- 11.2 The **tender** shall
- (a) be addressed to the Employer at the following address:  
**The Registrar, RCU, Belagavi.**  
 and
  - (b) bear the following identification:
    - Tender for **providing& fixing Dinning pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements for 8<sup>th</sup> Annual Convocation of Rani Channamma University, Belagavi atVTU "JnanaSangama", Belagavi**(name of contract)
    - *Tender Reference*IFT No.  
(Insert number)
    - DO NOT OPEN BEFORE:**14.09.2020 up to 04.00 pm**[time and date for tender opening per Clause 13]
- 11.3 In addition to the identification required in Sub-Clause 11.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 13.
- 11.4 If the outer envelopes is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

### **12 Deadline for submission of the Tenders**

- 12.1 Tender must be received by the employer at the address specified above not later than **14.09.2020 up to 04.00 pm** in the event of the specified date for the submission of tenders being declared the holiday for the Employer, the tender will be submitted through e-procurement only
- 12.2 The Employer may extend the deadline for submission of the tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and Tenders previously subject to the original deadline will be then the subject to the new deadline.

### **13 Late Tenders**

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

### **14 Modification and Withdrawals of tenders**

- 14.1 Tenders may modify contents of First or second cover separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.
- 14.2 Each Tender's modification separately for each cover or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 10 & 11, with the outer



and inner envelopes additionally marked **"MODIFICATION"** Or **"WITHDRAWAL"** as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specification in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

14.5 Tenders may only offer discount to or otherwise modify the prices of Their Tenders by submitting Tender modification in accordance with this clause, or included in the original Tender submission.

### **(E) Tender opening and evaluation**

#### **15 Tender Opening**

15.1 The Employer will open all the Tenders received (except those received late), including modification made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at 16.30 hours on the date and the place specified in Clause 12, In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out of first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked **"MODIFICATION"** shall be opened and the submission therein read out in the appropriate detail.

15.3 The Tenderer name, the Tender prices, the total amount of each Tender any discounts, Tender Modification and withdrawals, the presence or absence of Tender Security such other details as the Employer may consider appropriate, will be announced by the Employer at the opening No Tender shall be rejected at Tender opening except for the late Tenders Pursuant to Clause 13. Tenders [and modifications] sent pursuant Clause No 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned unopened to Tenderers.

15.4 The Employer shall prepare minutes of the tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3

#### **16 Process to be Confidential**

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendation for the award of a contract shall not be disclosed to Tenderer or any other person not officially concerned with such process until the award to the successful Tender 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 this 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, the request for clarification and response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 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 wish 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 compression or contract award decisions may result in the rejection of the Tenderer's tender.

## **18 Examination of Tenderer and determination of responsiveness**

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will be determined whether each Tender

- a) meets the eligibility criteria defined in clause 2;
- (b) has been properly signed.
- (c) is accompanied by the required earnest money deposit and;
- (d) 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 effects in any substantial way the scope, quality, or performance of the works.
- (b) which limits in any substantial way, in consistent with the Tender documents, the Employer's rights or the Tenderer's obligation under the contract; or
- (c) whose rectification effect unfairly the competitive position of other Tenderer's presenting substantially responsive Tenders.

## **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 discrepancy between the rates in figures and in words 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 the errors and with the concurrence 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 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 Priced by adjusting the Tender Prices as follows:

- (a) Making any correction for errors pursuant to Clause 19; and
- (b) Making appropriate adjustment to reflects 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, alternative offers and other factors which are in excess of the requirements of the Tender Requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken in to account in Tender evaluation.

## **(F) Award of Contract**

### **21 Award criteria**

- 21.1 Subject to clause 22, the Employer will award the contract to the Tender 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) Qualification 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 effected Tender 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 or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution; completion; and maintenance of the works by the contractor/tenderer as prescribed by the Contract/tenderer (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 in accordance with provisions of clause 24.
- 23.3 The Agreement will incorporate all agreements between the Employer and successful Tender. 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 the receipt, the successful Tender will sign the Agreement and deliver it to the Employer.
- 23.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## **24 Security deposit**

- 24.1 Within 20 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the employer a Security deposit in any of the forms given below for an amount of equivalent to 5.0% of the Contract price: plus additional security for unbalanced Tenders in accordance with clause 25.5 of ITT & Clause 44 of the Condition of the Contract.  
- Demand draft in favor **The Finance Office, RCU**, Payable at **Belagavi** from any Nationalized or Schedule Banks.
- 24.2 The security deposit if furnished in demand draft, if requested, be converted to interested bearing securities at the cost of the contractor.
- 24.3 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.

## **25 Corrupt or Fraudulent practices**

- 25.1 The RCU requires that the Tenderers, observe the highest standard of the ethics during the procurement and execution of such contracts. In pursuance of this policy, RCU:
- (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 RCU contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a RCU contract.
- 25.2 Further more, Tenders shall be aware of the provision stated in Sub-Clause 43.2 of the Conditions of Contract.

## **26 Facilities**

- 26.1 The tenderer shall make his own arrangement of water, electricity and labour accommodation etc.

## **SECTION 3 : FORM OF TENDER, AND QUALIFICATION INFORMATION**

### **TABLE OF FORMS**

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

## FORM OF TENDER

Description of the Works:

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### TENDER

To,

**The Registrar,**  
RCU, "Vidyasangama",  
Belagavi-591156.

Sir,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this tender for the contract Price of \_\_\_\_\_  
(Rupees)\_\_\_\_\_

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 here with 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 here under 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 Tender \_\_\_\_\_  
 Agency in which Registered (with Registration No) \_\_\_\_\_  
 Principal place of business: \_\_\_\_\_

- 1.2 Total value of civil engineering constriction \_\_\_\_\_  
 Works executed and payments received in the last five years

20 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 20 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 20 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 20 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 20 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(Attach certificate from chartered Accountant)

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

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

Description Anticipated of Work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) (The contractor shallenclosed/attach all the necessary certificates duly attested by the employer)	Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- 1.4 Name, Address, and telephone, telex, and fax numbers of the Tenderer who may provide references if contacted by the employer.

**RANI CHANNAMMA UNIVERSITY**  
"VidyaSangama" Belagavi-591156, Karnataka.  
**Letter of Acceptance**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & Address of the Contractor/Tenderer)

Dear Sirs,

This is to notify you that Your Tender dated \_\_\_\_\_ for execution of the \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

name of the contract and identification number, as given in the instructions to Tenders)for the  
contract \_\_\_\_\_ Price \_\_\_\_\_ of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
as corrected and modified in accordance with instructions to Tenders is hereby accepted by our  
Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT  
for an amount of Rs \_\_\_\_\_ within 20days of the receipt of this letter of acceptance  
valid up to 30days from the date of expiry of Defects Liability Period i.e. up to \_\_\_\_\_ and sign  
the contract, failing which action as started in Para24.3 of ITT will be taken.

Yours faithfully,

( \_\_\_\_\_ )

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

Name of Agency

: \_\_\_\_\_



**RANI CHANNAMMA UNIVERSITY**  
"VidyaSangama" Belagavi-591156, Karnataka.

**Issue of Notice to proceed with the work**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & Address of the Contractor/Tenderer)

Dear Sirs,

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clauses 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,

Registrar  
RCU, Belagavi

## AGREEMENT FORM

This agreement, made the day of \_\_\_\_\_ 20\_\_\_\_\_ between **The Registrar, RCU, Belagavi** and **Shri. \_\_\_\_\_** Tenderer/Contractor of the one part and \_\_\_\_\_ [name and address of contractor Tenderer] (hereinafter called "the Tenderer/Contractor") of the other part. Whereas the Employer is desirous that the Contractor execute the work of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and identification number of Tenderer/Contract) (Hereinafter called "the works") and the Employer has accepted the Tender by the Tenderer for the execution and completion of such Works and the remedying of any defect therein at a contract price of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to and they shall be deemed to form and read and construed as a part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Tenderer as hereinafter mentioned, the Tenderer 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 consents to pay the Tenderer 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 construed as part of this Agreement viz:
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the works;
  - iii) Tenderer's Tender;
  - iv) Tender Data;
  - v) Conditions of Tender (including special conditions of Tender);
  - vi) Specifications;

- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Tender Data as forming part of the Tender. In witness where of the parties there to 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 \_\_\_\_\_ the  
 Employer \_\_\_\_\_  
 Binding \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ the  
 Tenderer: \_\_\_\_\_

## SECTION 4: CONDITION OF CONTRACT

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## Conditions of Contract

### (A) General

#### 1 Definitions

- 1.1 Terms which are defined in the Contract data are not also defined in the conditions of Contract but keep their defined meanings. Bold letters are used to identify defined items

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

**Compensation events** are those defined Clause 34 here under.

The **Completion date** is date of completion of the works as certified by the Employer in accordance with Sub-clause 38.1

The **Tender** is contract between the Employer and the Tenderer to execute, complete and maintains the works. It consists of the documents listed in Clause 2.3 below.

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

The **Tenderer** is person or corporate body whose Tender carryout the works has been accepted by the Employer.

The **Tenderer's tender** is the Completed Tender documents by the tenderer to the employer.

The **Tender Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the tender.

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

A **Defect** is any part of the works not completed in accordance with the **Tender**.

The **Defects liability** period is the period named in the tender Data and calculated from the completion Date.

The **Employer** is the party who will employ the tenderer to carry out the works.

**Equipment** is the Tenderer's machinery and vehicles brought temporarily to the site to construct the Works.

The **initial Tender price** is the Tender Price listed in the employer's letter of Acceptance.

The Intend Completion Date is date on which it is intended that the Tenderer shall complete the works The Intend Completion Date is specified in the Tender data. The Intend Completion Date may be revised only by the employer by issuing an extension of time.

**Materials** are all supplies including consumable, used by the Tenderer for incorporation in the works.

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

The **site** is the area defined as such in the tender Data.

**Specification** means the specification of the works included in the tender and any modification or addition made or approved by the Employer.

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

A **Subtenderer** is a person or corporate body who has tender with the Tenderer to carry out a part of the work in the tender which includes works on the site.

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

The **Works** are what the tender requires the tenderer to construct the, install, and turn over to the Employer, as defined in the tender data.

#### 2 Interpretation

- 2.1 In interpreting these conditions of the tender, Singular also means plural, males also means female or neuter, and other way around Heading have no significance. Words have their normal meaning under the language of the tender unless specifically defined. The Employer will provide instructions clarifying queries about the conditions of the tender.

- 2.2 **The documents forming the tender shall be interpreted in the following order of priority.**

- (1) Agreement

- (2) Letter of Acceptance, notice to proceed with the works
- (3) Tenderer's Tender
- (4) Tender data
- (5) Conditions of Tender
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities
- (9) Any other documents listed in the Tender Data as forming part of the Tender.

### **3 Law governing Tender**

- 3.1 The law governing the Tender is the Laws of India supplanted by the Karnataka local Acts

### **4 Employer's Decisions**

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

### **5 Delegation**

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

### **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 tendering**

- 7.1 Deleted vide G.O.No.F.D PCL2008, Bangalore Dated: 14-10-2008.

### **8 Other Tenderers**

- 8.1 The tenderer shall cooperate and share the site with other Tenderers, public authorities, utilities, and the Employer.

### **9 Personnel**

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

### **10 Employer's and Tenderer's risk**

- 10.1 The employer carries the risks which this tender states are Employer's risk, and the tenderer carries the risk which this tender states are tenderer's risks.

### **11 Employer's risk**

- 11.1 The Employer is responsible for the expected risks which are (a) in so far as rebellion, riot communication or disorder or (b) a cause due solely to the design of the works. Other than the Tenderer's design.

## **12 Tenderer's risk**

- 12.1 All risks of loss of or damage to physical property and personnel injury and death which arise during and in consequence of the performance of the Tender other than the expected risks are the responsibility of the Tender.

## **13 Queries about the Tender Data**

- 13.1 The Employer will clarify queries on the Tender data.

## **14 Contractor to Tenderer the works**

- 14.1 The Tenderer shall construct the works in accordance with the Specification and Drawings.

## **15 The Works to be completed by the Intended Completion data**

- 15.1 The Tenderer may commence execution of the works on the start Date and complete them by the Intended Completion data

## **16 Safety**

- 16.1 The Tenderer 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 Tenderer 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 Tenderer. If possession of a part is not given by the date stated in the tender 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 Tenderer shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the tender is being carried or is intended to be carried out to any place where materials or plant are being manufactured/fabricated/assembled for the works.

## **20 Instructions**

- 20.1 The Tenderer shall carry out all the 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 control Data the Tenderer shall submit to the employer for approval 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 Tenderer's obligation. The Tenderers may revise the program and submit it to the employer again at any time. A revised Program is to show the effect of a compensation Event or variation and submitting full supporting information.

## **22 Extension of the Intended Completion Date.**

- 22.1 The Employer shall extended the Intended Completion Date if a compensation Events occurs or 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 order by the Employer**

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

## **24 Management Meetings**

- 24.1 The employer may require the Tenderer to the attend management meeting. The business of management meeting shall be review the progress achieved and the plans for remaining work.
- 24.2 The responsibilities of the parties for action 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 Tenderer's work and notify the Tenderer of any defects that are found. Such checking shall not affect the Tenderer's responsibilities. The employer may instruct the Tenderer 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 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 Tenderer shall pay for the test and any samples. If there are no Defects the test shall be a Compensation Event.

## **27 Correction of defects**

- 27.1 The employer shall give a notice to the Tenderer of any defects before the end of the defects liability period, which begins at Completion and is defined in the Tender data. The defects labiality period shall be extended for as long as Defects remain to be corrected.
- 27.2 Every time notice of a defect is given the Tenderer shall correct the notified Defect within the length of time specified by the employer's notice.

## **28 Uncorrected Defects**

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



## **(D) Cost Control**

### **29 Bill of Quantities (BOQ)**

- 29.1 The BOQ shall contain items for the construction, installation, testing and commissioning work to be done by the Tenderer.
- 29.2 The BOQ is used to calculate the Tender price. The Tenderer 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 to Tenderer 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 time 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;
  - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Tenderer shall be bound to carry out the 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 in validate the Tender.
- 30.3 Variations shall not be made by the Tenderer 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 confirms to the approved drawings.
- 30.4 The Tenderer shall promptly request in writing the employer to confirm verbal orders and officer issuing oral instructions shall confirm it writing within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ., failing which the Tenderer shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5 %.

### **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 Tenderer.
- 31.2 For quantities in excess of 125% of the Tendered quantity of an item as given in the BOQ, the Tenderer 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 Tendere) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Tender.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the schedule or rates (applicable for the area of the work and current at the time of award of Tender) 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 Tender.

- 31.4 If the rates for additional, substituted or altered item of work can not be determined either as at 31.1, 31.2, or 31.3 above, the Tenderer shall be requested to submit his quotation for the item supported by the analysis of the rate or rates claimed, within 7 days.
- 31.5 If Tenderer quotation is determined unreasonable the employer may order the variation and make a change to the Tender price which shall be based on employer's own forecast of the effects of the variation on the Tenderer's cost.
- 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 Tenderer shall suspend the work on the plea of non-settlement of rates for items falling under this clause.

### **32 Submission bill for Payment**

- 32.1 The Tenderer 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 Tenderer 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 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 items of the Tenderer and taxes, at source, as applicable under the law. The Employer shall pay the Tenderer within 60 days of submission of bill. The Tenderer shall be liable to pay liquidated damages for shortfall in progress.

For progress beyond the agreed programs payment is subject to availability of the grants.

- 33.2 Items of the Works for which no rate or no price has been entered in will not be paid for by the employer and shall be deemed Covered by the other rates and prices in the Tender.

### **34 Compensation Events**

- 34.1 The following are compensation events unless they are caused by the Tenderer:
  - (a) The Employer does not give access to a part of the Site by the site Possession Date stated in the Tender data.
  - (b) The employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

- (c) The employer instructs the Tenderer to uncover or to carry out additional testes upon work which is then found to have no defects.
- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
- (e) The effect on the Tenderer of any of the Employer's risks.
- (f) The Employer unreasonably delays issuing a certificate of completion.
- (g) Other Compensation Events listed in the Tender data or mentioned in the Tender.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Tender price shall be increased and /or Intended Completion Date is extended. The employer shall decide whether and by how much the intended Completion date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Tenderer's forecast has been provided by the Tenderer, it is tobased by the employer and the Tender price shall be adjusted accordingly. If the Tenderer's forecast is deemed unreasonably, the Employer shall adjust the Tender price based on Employer's own forecast. The employer will assume that the Tenderer will react completely and promptly to the event.

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

### **35 Tax**

35.1 The rates quoted by the Tenderer shall be deemed to be inclusive of the sales and other taxes that the Tenderer will have to pay for the performance of this Tender. The employer will perform such duties in regard to the deduction of such taxes at the source as per applicable law.

### **36 Liquidated damages**

36.1 The Tenderer shall pay liquidated damages to the employer at the rate per day stated in the Tender data for each day that the completion Date is latter than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in Tender data. The Employer may deduct liquated damages from payments due to the Tenderer. Payment of liquidated damages does not affect the Tenderer 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 Tenderer by adjusting the next payment of the bill.

### **37 Cost of repairs**

37.1 Loss or damages to the works or materials to be incorporated in the Works between the start date and End of the defects correction periods shall be remedied by the Tenderer at the Tenderer's cost if the loss or damage arises from the Tenderer's acts or omissions.

## **(E) Finishing the Tender**

### **38 Completion**

- 38.1 The Tenderer 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 Tenderer shall supply to the Employer a detailed account of the total amount that the Tenderer Considers Payable under the Tender 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 Tenderer within 90 days of receiving the Tenderer account if it is correct and complete. If it is not, the Employers 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 Tenderer and make payment within 60 days of receiving the Tenderer revised account.

### **41 As built drawings**

- 41.1 If “as built” Drawings are required, the Tenderer shall supply them by the dates stated in the Tender Data.
- 41.2 If the Tenderer does not supply the drawings by the dates stated in the Tender Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Tender data from payments due to the Tenderer.

### **42 Termination**

- 42.1 The Employer or the Tenderer may terminate the Tender if the other party causes a fundamental breach of the Tender.
- 42.2 Fundamental breaches of Tender include, but shall not be limited to the following:
- (a) The Tenderer stops the work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer.
  - (b) Deleted vide G.O.No. FD-4/PCL2008 Bangalore dated: 14-10-2008
  - (c) The Tenderer becomes bankrupt or goes in to liquidation other than for reconstruction or amalgamation.
  - (d) Deleted vide G.O.No. FD-4/PCL2008 Bangalore dated: 14-10-2008
  - (e) The employer gives the notice that failure to correct a particular defect is fundamental breach of Tender and the Tenderer fails to correct it within a reasonable period of time determined by the Employer.
  - (f) TheTenderer does not maintain a security which is required;
  - (g) The Tenderer 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 Tender data; and
  - (h) If the Tenderer in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Tender.

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

42.3 When either party to the Tender gives notice of a breach of Tender to the Employer for a clauses 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 Tender for convenience.

42.5 If the Tender is terminated the Tenderer 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 Tender is terminated because of fundamental breach of Tender by the Tenderer, the employer shall prepare bill of the value of the work done less advance payments received up to the date of bill, less other recoveries due in terms of the Tender, 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 Tender Data. Additional Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Tenderer the difference shall be a debt payable to the Employer.

43.2 If the Tenderer is terminated at the Employer's convenience or because of a fundamental breach of the Tender by the employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of equipment, representation of the Tenderer personnel employed solely on the works, and the Tenderer costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the Tender, 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 Tenderer is terminated because of a Tenderer's default.

#### **45 Release from performance**

45.1 If the Tender is frustrated by any event entirely out side the control of either The Employer or the Tenderer the Employer shall certify that the Tender has been frustrated. The Tenderer 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 after words to which commitment was made.

## **(F) Special Conditions of Contract**

### **1 Labour:**

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

The Tenderer 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 clauses of labour form time to time employed by the Tenderer on the Site and such other information as the employer may require.

### **2 Compliance with labour regulations:**

During continuance of the Tender, the Tenderer and his sub Tenderer shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by 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 Tenderer shall keep the Employer Indemnified in case any action is taken against the Employer by the Component 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 Tenderer, Employer shall have the right to deduct any money due to the Tenderer including his amount of security deposit. The Employer shall also have right to cover “ from the Tenderer any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The labour welfare Cess will be imposed and recovered from the bills of Tenderer, as specified by the Labour department time to time.

Before commencing the work, Tenderer shall obtain license under the Building and other Constructions Works Act 1996 and TenderLabour Act 1974.

### **3 Protection of Environment**

The Tenderer shall take all responsible steps to protects 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 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.

**(G) COVID-19 GUIDELINES:**

1. The contractor & staff should be aware of Covid-19 guidelines issued by the Ministry of Health & Family Welfare.
2. The contractor's staff should wear of face mask, hand gloves & Head cap in the work place during serving for Hygiene purpose compulsorily.
3. The contractor shall assign staff who are in good health free from cough, cold or fever & staff above the age of 65 years should not be assigned any duty.
4. All the staff should maintain social distancing.
5. Use the Sanitizers at work place.
6. Temperature screening is compulsory for all.
7. Spitting in work place shall be punishable with fine.
8. Work place shall be sanitized/disinfected between shifts.
9. Whole pendal Premises& Auditorium should be sanitized/disinfected.
10. 6th feet distance should be maintained in arranging the Chairs outside the auditorium premises and dining table and chairs in the dining premises.

## 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:

Name : \_\_\_\_\_ [1.1]

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

Name of Authorized Representative: \_\_\_\_\_

The name and Identification number of the contract is

**RCU/ ,dt:**

[Insert name, and number as indicated in the invitation for Tenders]. [1.1]

The work consist of **Providing & fixing Dinning pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements for 8<sup>th</sup> Annual Convocation at "JnanaSangama", VTU, Belagavi.**

[brief summary, including relationship to other contracts under the project].

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

The Intended Completion Date for the whole

Of the work is **One month** from the date of work order [15.22]

The following documents also form part of the contract: [2.2]

Agreement, Specification, Drawings, BOQ, etc.,

\_\_\_\_\_  
The Site Possession date is [18]

**The Site is located at RCU, Belagavi.** [1.1]

And is the defined in drawing nos \_\_\_\_\_

The defect Liability period is \_\_\_\_\_ days [27]

The liquidated damages for the whole of the work are

Rs \_\_\_\_\_ (amount) per day [36]

The maximum amount of liquidated damages for the whole of the works [36]

Is ten percent of final contract price.

The date by which “as-built” drawings (in scale 1:1000 in 2 sets are required is within

30 days of issue of certificate of completion -NA- [41]

The amount to be withheld for failing to supply “as built” drawings by the date required is

Rs-NA- [41]

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

1. The Contractor has contravened Sub-clause 7.1 and clause 9 of CC

The percentage is to apply to the value of the work not completed representing

The Employer’s additional cost for completing the Works shall be 30 percent.



**SECTION 6 : SPECIFICATIONS**  
**TECHNICAL SPECIFICATION**

**General**

**A: MATERIALS**

Materials shall be of the best approved quality obtainable/ available and they shall comply to the respective Bureau of Indian Standard Specification.

Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with RCU.

In case of non-availability of materials in metric sizes, the nearest highest size in FPS units shall be provided with the prior approval of RCU for which neither extra will be paid nor any rebate shall be recovered.

If directed, materials shall be tested in any approved Testing Laboratory and the Test certificate in original shall be submitted to RCU and the entire charges of testing including charges for repeated shall be borne by the Tenderer.

It shall be obligatory for the tenderer to furnish Certificate, if demanded by RCU from the manufacturer or the material supplier that, the work has been carried out using their material and as per their recommendation.

All materials supplied by or through RCU or other firms if any, shall be properly stored the tenderer shall be responsible for its safe custody until they are required on the works/ until the completion of work.

Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specification the quality of materials, workmanship, dimensions etc., shall be specified here-in-under.

All equipment and facilities for carrying out filed tests on materials shall be provided by the tenderer without any extra cost.

## **SECTION 7 :DRAWINGS**

### SECTION 8 :Bill of Quantities

Sl. No	Description of item(with brief specification and reference to book of specification)	Quantity	Unit	Rate (Rs)		Amount
				In figures	In words	
<p style="text-align: center;"><b>Total Tender Price</b> (in figure)</p>						
<p><b>Total Tender Price</b> (in words)</p>						

**Note:**

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

## SECTION 9 : Royalty Schedule

Notification No. CIM – 56 / MMN 2008 Bangalore,  
Dt: 23-06-2007 Karnataka State Letter Special Edition

Sl.No	Description of Mines Minerals	Rate of Royalty
1	Aggregate / Rubble	* Rs 66.78 per Cubic Meter
2	Building stone	*Rs 88.80 per Cubic Meter
3	Sand	*Rs 55.20 per Cubic Meter
4	Murram	*Rs 18.40 per Cubic Meter
5	Bricks	*Rs 75.00 per 1000 Bricks
6	Iron Stones/ Boulders	*Rs 34.80 per Cubic Meter
7	Shahabad Stones	*Rs 72.00 per Cubic Meter
8	Lime shell	*Rs 10 per M.T.
9	Clay	*Rs 5.00 per M.T
10	Ornamental Granite (Black Pink Red) both varieties	*Rs 600.00 per Cubic Meter
11	Gray Grinite	*Rs 400.00 per Cubic Meter
12	Red Matti	*Rs 5.00 per M.T
13	All Other Minor Minerals	* 25% of The sale Value

**Note:** The Royalty charges will be recovered from the R A Bills as per the prevalent royalty charges Specified by Mines & Geology Department from time to time.

Sd/-  
**Registrar**

RCU, Belagavi

**Rani ChannammaUniversity, VidyaSangama,Belagavi**

**ESTIMATE copy for providing& fixing Dinning pendals, flower decoration, supplying chairs, dining tables, erecting of banners and lighting arrangements for 8th Annual Convocation of Rani Chnanamma University at "JnanaSangama", VTU, Belagavi.**

Sl. No	Particulars	Unit	Nos	L	B	Qty	Rate	Total Amount
1	Providing & fixing dinning pendal using new decorative cloth with G.I.Pipes/M.S. frames/ wooden poles, structure with water proofing zink sheet including covering the poles/pipes with new special quality cloth and ceiling should be covered with new decorative cloth and fixing of Fans rates including transportation loading un loading charges, materials and labours taxes etc., complete the work should be executed as per the direction of Incharge Officer (Market rate)							
a	Dinning Pendal near amphitheatre for students/ staff/visitors	Sft	1	120	80	9600		
b	Dinning pendal near club house for VIP's, A.S Members & Principals	Sft	1	100	60	6000		
	<b>Total Qty</b>	<b>Sft</b>				<b>15600</b>		
2	Providing & fixing dinning pendal using new decorative cloth with G.I.Pipes/M.S. frames/ wooden poles, structure with water proofing zinksheet including covering the sides with cloths, lighting & Fan arrangements rates including transportation loading un loading charges, materials &labours taxes etc., complete the work should be executed as per the direction of Incharge Officer (Market rates)							
a	Kitchen pendal near Club house	Sft	1	40	30	1200		
b	Kitchen pendal near Amphitheatre.	Sft	1	40	30	1200		
	<b>Total Qty</b>	<b>Sft</b>				<b>2400</b>		
3	Providing supplying and laying red carpet matting including transportation loading un loading charges, materials &labours taxes etc., complete the work should be executed as per the direction of Incharge Officer (Market rates)							
a	Club house dining area	Sft	1	120	90	10800		
b	From P.G block to Auditorium to Procession area	Sft	1	400	10	4000		
c	Photo Session area in P.G Block	Sft	1	40	20	800		
	<b>Total Qty</b>	<b>Sft</b>				<b>15600</b>		
4	Providing supplying and laying plastic chairs with good quality of white cloth cover including transportation loading unloading charges, materials and	Nos				100		

	labourstaxes., complete the work should be executed as per the direction of Incharge Officer <b>for VIP Dinning area at Club House (Market rates)</b>							
5	Providing Supplying and laying Plastic chairs with good quality of white cloth cover including transportation loading unloading charges, materials and labours taxes., complete the work should be executed as per the direction of Incharge Officer <b>for Amphitheater dining area (Market rates)</b>	Nos				200		
6	Providing supplying dining tables (3 Seater) covering with white cloth including transportation loading unloading charges, materials &labours taxes., complete the work should be executed as per the direction of In charge office (Market rates)							
a	Near Club House dining area	Nos				60		
b	Near Amphitheatre dining area	Nos				25		
	<b>Total Qty</b>	<b>Nos</b>				<b>85</b>		
7	Providing ,supplying and Fixing S.S Hand wash Basine including transportation loading unloading charges, materials &labours taxes etc., complete the work should be executed as per the direction of In charge Officer (Market rate)							
a	Near Club House dining area	Nos				05		
b	Near Amphitheatre dining area	Nos				05		
	<b>Total</b>	<b>Nos</b>				<b>10</b>		
8	Providing, supplying & fixing back Screen for photo Session in PG Block 2 & 3 including transportation loading unloading charges, materials &labours taxes etc., complete the work should be executed as per the direction of In charge Officer (Market rate)	Sft	1	40	15	600		
9	Providing & Fixing Well-come Arch Banners on roads to VTU	Nos	2			02		
10	Providing & Fixing Flower decorations inside Auditorium for stage and inside wall with big bouquets and entrance main door with good quality flowers (Market rate)	Job				01		
11	Lighting at RCU Campus 02No.s&SangolliRayanna Constituent College 01 Nos of Building with serial lights & halogen bulbs, wadi bulbs in & around RCU, rate including transportation, materials &labours taxes etc., complete the work should be executed as per the direction of In charge Officer (Market rate)	job	3			03		
12	Providing & Fixing dias for direct relay on convocation with LED Screen (5 feet Height) with M.S./ wooden plot forms rate including transportation, materials &labours taxes etc., complete the work should be executed as per the direction of	Sft	1	30	20	600		

	In charge Officer (5 feet Height) (Market rate)							
13	Providing Supplying fixing Sound systems at Amphitheater Dinning area with all accessories rate including transportation, materials &labours taxes etc., complete the work should be executed as per the direction of In charge Officer (Market rate)	job	1			1		
	<b>Estimate Total</b>							
	<b>Add GST</b>							
	<b>Grand Total</b>							

**Note:** Tax as applicable extra.

Total tender price in Rs. ....(in words .....  
.....)

Place:

Date:

Seal and Signature of authorized signatory