

**KARNATAKA REDDY JANA SANGHA KORAMANGALA,  
BANGALORE - 34**

**TENDER DOCUMENT FOR SELECTION OF PROVIDING TURNKEY  
CONTRACT FOR SUPPLY AND INSTALLATION OF 2 LEVEL (G+1) HYDRAULIC  
SIMPLE STACKER CAR PARKING SYSTEM (25 SYSTEMS -50 CARS) AT  
COMMERCIAL/HOSTEL BUILDING SITE NO.73 @ J.C ROAD, BANGALORE,**

**KARNATAKA REDDY JANA SANGHA KORAMANGALA,  
BANGALORE – 34**

**Tender document for selection of turnkey contractor for the project  
location in Bangalore.**

**Description:-**

Tender document for selection of providing turnkey contract for supply and installation of 2 level (G+1) hydraulic simple stacker Car parking system (25 systems -50 Cars) at commercial/Hostel Building Site No.73 @ J.C Road, Bangalore, its including site Inspection and designing of the parking system, manufacturing as per approved design and specifications, supply, transportation, installation & commissioning of the parking system as per the general layouts submitted with the proposal.

Tender approximate cost:-30.00Lkhs

- 1.EMD Amount:-**50000.00** should be submitted along with quoted documents (in form of bank guarantee or DD in favor of **Karnataka Reddy Janasangha**)
2. Tender document cost:-1180.00(Including GST)
3. Issuing Tender document:- From 9-08-2023 to 16-08-2023
4. Last date of receipt of tenders:- 19 -08-2023 before 5.00pm
5. Date and Time of opening Tenderers:- 21-08-2023 at 11Am

The tender document shall be submitted to the General secretary, KRJS Head office, No-1 Mahayogi Vemana Road 3<sup>rd</sup> block, Koramangala Bangalore-560034 before the stipulated and date.

The agency should have executed similar nature of work, confirming to NBC of India relevant Indian standards on design, build and transfer basis. Please provide list of works executed.

The materials proposed to be used should confirm to the ISI standard. technical bid along with financial bids has to be submitted by the agencies only the qualified bidders as per prescribed pre-qualification criteria will be opened and considered for award of the contract.

The quoted rates should be including all taxes, lead and lift and erection completion of the work in all respect including electrical works etc. complete.

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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 deep their defined meanings. Bold letters are used to identify defined terms.

**Bills of Quantities** mean the priced and completed bill of quantities forming part of the Tender.

The **Completion Date** is the date of completion of the works as certified by the Employer in accordance with Sub Clause 43.1.

The **Contract** is the contract between the Employers and the Contractor to execute, complete and maintain the works. It consists of the documents listed in clause 2.2 below:

The **Contract data** defines the documents and other information which comprise the contract. The Contractor is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The **Contractor's 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 Contact Data and calculated from the Completion date.

The Employers 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 Employers 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 the 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.

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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 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.

2.1 In interpreting the 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. Employers 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 Acceptance, Notice to proceed with the works
- 3) Contract Data
- 4) Conditions of Contract
- 5) Specifications
- 6) Drawings
- 7) Bill of Quantities

3. Law governing Contract

3.1 The law governing the Contracts is the Laws of India supplemented by the Karnataka Local Acts.

4. Employers decisions

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

5. Delegation

5.1 Employers 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:

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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. Other contractors

7.1 The contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer.

## 8. Personnel

8.1 The Contractor shall employ the technical personnel (of Number and qualifications) as may be stipulated by Karnataka Reddy Jana Sangha 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 Employers.

8.2 If the Employers 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.

## 9. Employer's and Contractor's risks

9.1 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.

## 10. Employer's risks

10.1 Employers is responsible for the expected risks which are:

A) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his sub-contractors arising from the conduct of the works; or

B).A cause due solely to the design of the works, other than the Contractor's design; or

C).Any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor:

1. Could not have reasonably foresee; or could reasonably have fore seen but;

2. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

a) Prevent loss or damage to physical property from occurring by taking appropriate measurers or

b) Insure against such loss or damage

## 11. Constructor's risks

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11.1 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 expected risks are the responsibility of the Contractor.

## 12. Insurance:

12.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employers and the Contractor, (Cover from the first working day after the start date to the end of the defects. Liability period), in the amount state in the contract Data.

A. For loss of or damage to the Works, Plants and materials and the Contractors equipment:

B. For liability of both Parties for loss, damage, death and injury to Third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employers property other than the works and

C. For liability of both Parties and of any Employers representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employers, any Employer's representative or their Employees.

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

12.3 if the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

12.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

12.5 Both parties shall comply with any conditions of the insurance policies.

## 13. Site Investigation Reports:

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

## 14. Queries about the contract data.

14.1 The Employer will clarify queries on the Contract Data.

## 15. Contractor to construct the works.

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15.1 The Contractor shall construct the works in accordance with the specification and drawings.

16. The works to be completed by the Intended completion date.

16.1 The Contractor may commence execution of the works on the Start date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with approval of the Employer, and complete them by the intended completion date.

17. Approval by the Employer:

17.1 The Contractor shall submit specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the specifications and drawings.

17.2 The Contractor shall be responsible for the design of Temporary works.

17.3 The Employer's approval shall not alter the contractor's responsibility for design of the Temporary works.

17.4 The Contractor shall obtain approval of third parties to the design of the temporary works where required.

17.5 All drawings prepared by the Contractor for the execution of the temporary or permanent works, are subject to prior approval by the Employer before their use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the site.

19. Discoveries

19.1 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.

20. Possession of the Site

20.1 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.

21. Access to the Site

21.1 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.

22. Instructions

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

### 23. Procedure for resolution of Disputes:

23.1 If the Contractor is not satisfied with the decision taken by the employer, the dispute shall be mutually settled in **Karnataka Reddy Jana Sangha managing Committee**.

### B. Time control.

#### 24. Program

24.1 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.

24.2 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.

#### 25. Extension of the Intended completion Date

25.1 The Employer shall extend the intended completion date if a variation is issued which makes it impossible for completion to be achieved by the intended completion date.

25.2 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.

#### 26. Delays ordered by the Employer

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

#### 27. Management meetings

27.1 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.

27.2 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 state in writing to be distributed to all who attended the meeting.

### C. Quality Control

#### 28. Indenting defects

28.1 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

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may instruct the Contractor to search for a Defect and to uncover and test any work that the employer considers may have a defect.

## 29. Tests

29.1 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.

## 30. Correction of defects

30.1 The Employer shall give notice to the contractor of any defects before the end of the defect 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.

30.2 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.

## 31. Uncorrected defects

31.1 If the Contractor has not corrected a Defect within the time specified in the employers notice, the employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. Cost control

## 32. Bill of Quantities (BOQ)

32.1 The BOQ shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.

32.2 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.

## **33. Variations**

33.1 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.

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33.2 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.

33.3 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.

33.4 The Contractor shall promptly request in writing to the employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in 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 contractor shall be responsible for deviation if any.

#### 34. Payments for variations

34.1 Payment for increase in the quantities of any 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 (within completion period).

34.2 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 current schedule rates of plus or minus the overall percentage of the original tendered rates over the current schedule of Rates.

34.3 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 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.

34.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 34.1 or 34.2 or 34.3 above, the contractor shall be requested to submit his quotations for the items supported by analysis of the rate or rates claimed, within 7 days.

34.5. If the Contractor's quotations 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.

34.6 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items failing under this clause.

#### 35. Submission of bills for payment

35.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

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35.2 The employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (1) value of the quantities of the items in the BOQ completed and (ii) valuation of variations.

35.3. 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.

### 36. Payments

36.1 Payments shall be adjusted for deductions for advance payment, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the contractor within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed program payment is subject to availability of funds.

### 37. Compensation events

37.1 The following are compensation events unless they are caused by the Contractor.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The employer unreasonably delays issuing a Certificate of Completion.

(g) Other compensation events listed in the Contract data or mentioned in the contract.

37.2 If a Compensation event would cause additional cost or would prevent the work being completed before the intended completion date, the contract price shall increase and / or the intended completion date is extended. The Employer shall decide whether and by how much the Contract price shall be increased and whether and by how much the intended completion date shall be extended.

37.3 As soon as information demonstrating the effect of each compensation event upon the contractors forecast cost has been provided by the contractor, it is to be assessed by the Employer and the contractor price shall be adjusted accordingly. If the contractors forecast is deemed unreasonable, the Employer shall adjust the contract price based on Employers own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

37.4 The Contractor shall not be entitled to compensation to the extent that the Employers interest are adversely affected by the contractor not having given early warning or not having co-operated with the Employer.

### 38. Tax

38.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST, labor welfare cess at 1.00% and other taxes that the contractor will have to pay for the performance

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of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

### 39. Liquidated damages

39.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the contract Data for each month that the completion date is later than the intended completion Date (for the whole for the works or the milestone as stated in the Contract Data). The Total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the contractor, payment of liquidated damages does not affect the Contractor's liabilities.

39.2 If the intended completion Date is extended after liquidated damages have been paid, the Employer shall correct any over payment of liquidated damages by the contractor by adjusting the next payment of bill.

### 40. Securities:

40.1 The Security deposit shall be provided to the Employer no later than the date pacified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of defects liability period shall be valid until a date 30 days from the date of issue of the certificate of completion.

### 41 Cost of Repairs:

41.1 Loss or damage to the works or materials to be incorporate in the works between the start date and the end of the defects correction period shall be remedied by the contractor at the Contractor's cost if the loss or damage arises from the contractor's acts or omission.

## E. Finishing the Contract

### 42. Completion

42.1 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.

### 43. Taking over

43.1 The Employer shall take over the site and the works within seven days of issuing a certificate of completion.

### 44. Final Account

44.1 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 schedule that states the scope of

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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.

#### 45. Termination

45.1 The employer may terminate the Contract if the other party causes a fundamental breach of the contract.

45.2 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 contractor become bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Employer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct in within a reasonable period of time determined by the Employer.
- d) The contractor does not maintain a security which is required.
- e) 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
- f) If the contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in completing for or in the executing the Contract.

For the purpose of this paragraph "Corrupt Practice" means the offerings 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 tenders (prior to or after Tender submission) designated to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

45.3 When either party to the contract gives notice of breach of contract to the Employer for a cause other than those listed under Sub clause 45.2 above, the Employer shall decide whether the breach is fundamental or not.

45.4 Notwithstanding the above, the employer may terminate the contract for convenience

45.5 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.

#### 46. Payment upon Termination

The Cost of the unbilled portion of the work to be jointly mentioned and paid by employer.

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## 47. Property

47.1 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 contractors default.

## **F. Special Conditional of Contract**

### 1. Labor:

The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labor, 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 labor from time to time employed by the contractor on the site and such other information as the employer may require.

### 2. Compliance with labor regulations:

During continuance of the Contract, the contractor and his sub-contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and by laws of the state or Central Govt. or local authority and any other labor law (including rules), regulations, buy laws that may be passed or notification that may be issue under any labor law in future either by the state or the Central Govt. or the local authority. The Contractor shall deep the Employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provision of any Act or rules made there under, regulations or notifications including amendments. If the Employer is cause to pay or reimburse, such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ by laws/acts/ Rules/regulations including amendments, if any, on the part of the Contactor, 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 the 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 method of operation. During continuance of the contract, the Contactor and his Sub-Contractors shall abide at 5 all time by all existing enactments on environmental protection and rules made there under, regulations, notifications and by laws of the State or central Government, or local authorities and any other

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law, bye law, regularities that may be passed or notification that may be issued in this respect in future by the State or Central Govt. or the local authority.

4. Others.

a) 1% of the Tendered amount will be deducted towards “Labor Welfare Fund”

b) The Tenderer has to produce all the relevant documents as indicated in the Bid documents in originals.

c) Materials like steel, cement sand, bricks, etc., required for the works shall be procured by the contractor themselves and should be got tested by the quality control authority, before using the same in the work.

d) The Employer will not supply any materials.

e) All royalties and taxes will be deducted as notified by the Government from time to time.

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

## **CONTRCT DATA**

The following documents are also part of the Contact – clause Ref (24)

1. The methodology and program of construction.
2. The Schedule of key and critical equipment to be deployed on the work as per agreed program of construction (24).

The employer is:

**Name:** General Secretary

**Address:** Karnataka reddyjana sanga no.1, mahayogi vemana road, 16th main koramangala 3<sup>rd</sup> block Bangalore-560034.

Name of the authorized Representative:

The name and identification number of the contract is Tender

Notification date: 5/08/2023

### **The works consists of:**

The start date shall be date of issue of Notice to proceed with the work.

The intended completion date for the whole of the works is -----

The site possession date is date of issue of commencement.

The site is located at: KRJS campus, mahayogi vemana road, 3<sup>rd</sup> block Koramangala.

Defined in drawing -----

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The defects liability period is 365 days (30)

Insurance requirement are as under: (12)

	Type of cover	Minimum cover for Insurance
(i)	Works and plant and materials	The sum stated in the agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third party	Full replacement cost
(iv)	Personal injury or death insurance For third party (for Two)	As applicable
	For contractor's employees or labor	In accordance with the statutory requirements applicable to Karnataka
	The liquidated damages for the whole of the works are Rs: ---- of balance portion of the work per month	
	The Maximum amount of liquidated damages for the whole of the works is 10 percent of final contract price (39)	

1. The Contractor has contravened sub –clause 7.1 and clause 9 of cc.

The percentage to apply to the value of the work not completed representing the Employers additional cost for completing the works shall be 30 percent (50.1).

Specifications:

Work to be executed as per relevant standard detailed specification and drawings.

Bill of Quantities:

				Rate (Rs)		
Sl.No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	In figures	In words	Amounts

Enclosed separately

Total Tender Price Rs; 30 Lakh

Note:

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1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (refer: ITB clause 11.2 and CC Clause 37.2).
2. Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern (ITT clauses 24.1 (a)).
4. The Karnataka Reddy Jana Sangha reserves the right to reject any tender without assigning any reason whatsoever.

Note:

#### 1. WATER FOR CONSTRUCTION AND OTHER USE

The CONTRACTOR shall be provided with water source at single point at site make his own arrangements for water distribution for the construction work and nothing extra shall be paid for the same. Quality of water to be tested.

For this purpose the CONTRACTOR shall arrange for adequate storage arrangements so that sufficient quantity of water is available at all times to meet the CONTRACTOR's construction, curing and all other requirements.

The CONTRACTOR should submit his plans on this facility for the approval of the Engineer. The water used by the CONTRACTOR shall be fit for construction purposes to the satisfaction of Engineer. The water proposed to be used should be tested by the CONTRACTOR at his cost. Adequate storage of water shall be made available at all times by the CONTRACTOR to ensure continuous work without stoppage for want of water.

#### 2. POWER (ELECTRICITY) SUPPLY

The CONTRACTOR shall be provided with temporary supply /source at single point with a meter and shall make his own arrangements for power supply distribution at site at his cost on a chargeable basis in par with market EB rates and contractor should arrange for sub-meters to check on monthly consumption at their own cost. All the works shall be done as per Indian Electricity rules. The temporary lines / structures shall be removed by the CONTRACTOR at his own cost after completion of the work. If there is any hindrance to other works due to these lines / structures, during the progress of work, the same shall be realigned at the CONTRACTORS cost. The CONTRACTOR is responsible to make adequate infrastructure and standby facilities for the continuous supply of electric power required for the satisfactory execution of the work without stoppage at no extra cost The CONTRACTOR should submit his plans on this facility for the approval of the Engineer.

3. Contractor shall be provide own security arrangements at site
  4. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (refer: ITB clause 11.2 and CC Clause 37.2).
  5. Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
  6. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern (ITT clauses 24.1 (a)).
  7. The Karnataka Reddy Jana Sangha reserves the right to reject any tender without assigning any reason whatsoever.
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