

SL.NO.

**TENDER FOR DRILLING 165MM DIA BOREWELL
ON "NO WATER NO MONEY BASIS" & SUPPLY,
ERECTION AND ENERGISATION OF
SUBMERSIBLE PUMPSETS ON TURNKEY BASIS IN _____
DISTRICT
FOR THE PERIOD _____**

NOTIFICATION NO.

DATE.....

Last date for issue of Tender Form _____

Last date for submission of Tender _____

TECHNICAL BID DOCUMENT

ISSUED TO M/S:

COST OF TENDER FORM Rs.....

RECEIPT NO. :.....DATE :.....

**OFFICE OF THE MANAGING DIRECTOR.
Dr. B.R. AMBEDKAR DEV.CORPORATION,
BANGALORE.**

Sl.No	Contents	Page
1	Invitation of Tender	3
2	Definition of Terms in the Tender	3
3	Works to be executed under this Tender	4
4	Eligibility Criteria to Participate in the Tender	6
5	General Conditions	7
6	Two Cover System	9
7	Earnest Money Deposit (EMD)	10
8	Opening of Technical Bid document	10
9	Opening of Financial Bid document	11
10	Rejection of Tender	11
11	Tender evaluation	11
12	Performance Guarantee and Agreement	12
13	Validity of Contract	12
14	Issue of Work order	12
15	Submission of bills for payment	13
16	Fall Clauses	13
17	3 rd Party inspections	14
18	Penalty clauses	14
19	Guarantee	15
20	Black listing of Defaulting Contractors	15
21	Termination of Contract	16
22	Arbitrator	16
23	Saving clause	16
24	Disputes & Jurisdiction	16
25	Payment Clause	17
26	Schedule A	18

1. INVITATION OF TENDER

The General Manager (Development), Dr.B.R.Ambedkar Development Corporation on behalf of four Corporations hereby invites sealed tenders from Pump manufacturers and / or borewell drilling agencies for Drilling irrigation borewells with an inner dia of 165 mm on “No Water No Money basis” including, Supply & Erection of Submersible pumpsets & Accessories suitable for 165 mm dia borewell and Energisation on ‘TURNKEY BASIS’ being undertaken by four development corporations.

2. DEFINITION OF TERMS IN THE TENDER:

In formulating general conditions and annexed specification, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.

- (1) “**Corporations**” means Dr.B.R.Ambedkar Development Corporation Ltd., Bangalore, Karnataka Scheduled Tribes Development Corporation Limited, Bangalore, D.Devaraj Urs Backward Classes Development Corporation Limited and Karnataka Minorities Development Corporation Limited, Bangalore, Bangalore.
- (2) The “**Contractor**” shall mean the Tenderer/Firm whose tender has been accepted by the Tender Accepting Authority and shall include the tenderer’s legal representatives, successors and assignees.
- (3) The “**Specification**” shall mean the qualitative and/or quantitative description of performance standards of all the works executed & materials supplied under this tender.
- (4) The “**Site**” shall mean proposed location of the borewell situated in the district concerned.
- (5) “**Guarantee period**” shall mean for satisfactory performance of the Bore well & Pump Motor & other accessories for two years from the date of energisation of the bore well.
- (6) **Turn key** basis shall means location of feasible point, borewell drilling, conducting of yield test supply, erection of pumpset & accessories and energisation.
- (7) “**Writing**” shall include any manuscript or typewritten or printed statement, under or over signature and seal as the case may be.
- (8) Words imparting the singular only shall also include the plural and vice versa where the context requires.

3. WORKS TO BE EXECUTED UNDER THIS TENDER

- (1) Drilling irrigation borewells with an inner dia of 165 mm on “No Water No Money basis” including, Supply & Erection of Submersible pumpsets & Accessories suitable for 165 mm dia borewell and Energisation on ‘TURNKEY BASIS’.
- (2) The Contractor should locate water feasible points through their qualified Geophysist in the land recommended by the Corporations. The Contractor should have full-fledged geophysist with fast rig supporting vehicles and team of workers.
- (3) The contractor should drill the borewells of minimum 165mm diameter on **no water, no money basis. In case, the borewell fails, it is the responsibility of the contractor to fill the well with soil and stone pieces before shifting the rig. For Any damage or loss of life, the contractor will be held responsible.**
- (4) The contractor should either erect ERW MS casing pipe of ‘ B’ class and wall thickness of **4.50mm with IS/ 3601 / 84 OR** uPVC blue borewell casing pipe as per IS specification **12818-1992** with wall thickness of minimum 5.7 mm & maximum of 6.5 mm. suitable for borewells with inner dia meter of 165 mm.
- (5) The cost should include supply and installation, cutting, threading, welding, handling, transportation to workspot, providing well cap, collars etc.
- (6) The Contractor should install the casing pipe right upto the hard rock.
- (7) First yield test should be conducted at the time of drilling in the presence of officers of the respective Corporations. Minimum yield should be 1000 GPH by ‘V’ notch method.
- (8) 2nd yield test should be conducted by airline method in the presence of officers from Mines and Geology Department or District Managers of respective Corporations or any of the officer designated by the Managing Directors of the respective Corporations and the test results will be recorded in the format prescribed.
- (9) After completion of drilling, the Contractor has to run the rig for one hour to flush out the cuttings, boulders, sand etc., so that the water is clear and fit for cultivation.
- (10) In case of any obstruction/boulders problem in the bore, at the time of installation of pumpset to the required depth, the Contractor should undertake redrilling/flushing of bore by rig within 15 days of such complaint made by the D.M. at his own cost. Failing to do so in the specified time, the borewell will be treated as defective borewell and the

cost of the same will be recovered from the Contractor out of EMD / Balance amount available with the Corporations.

- (11) Right from registering with ESCOMS for sanction of Power, remitting YMD / MSD , submission of completion report to ESCOM's the responsibility lies with contractor. The contractor can claim the registration charges and YMD/MSD/CR charges in the bills along with receipts.
- (12) The Contractor should not drill borewells without work order from District Manager of the respective Corporations. The old borewells drilled by some one else should not be included to their progress , if it is proved at later stage the contract will be cancelled & such contractor will be black listed and EMD will be forfeited.
- (13) The Contractor should be agreeable to take up the work any where in the district.
- (14) The contractor should procure Submersible Pumpsets suitable for borewells with inner dia meter of 165 mm from the manufacturers having ISO, 9001-2000 Certificate and BIS licence for both Pump & Motor. Such companies should have supplied 25% of their production in the open market during last 3 years (2006-07, 2007-08 & 2008-09). The other, accessories shall be procured from the manufacturers / dealers having BIS License and ISO Certificate.
- (15) The successful contractor if it is a submersible manufacturing company should produce the purchase bills of raw materials and accessories used for manufacturing pump & motor. If it is a drilling company should obtain from the respective manufacturer with whom it has entered into agreement.
- (16) The transportation and handling charges for supply of submersible pump motor & accessories to the borewell site should be borne by the contractor.
- (17) The contractor should carryout all the necessary works required for Electrification of borewell as per the conditions stipulated in Schedule B of Financial Bid document and should submit the original service certificates issued by the ESCOMs.
- (18) The digital photograph should be taken by the contractor with date & time along with beneficiary in the presence of Officers of the Corporations while executing the following works. (The cost to be borne by the contractor).
 - a) At the time of drilling the borewell
 - b) At the time of conducting 2nd yield test.
 - c) Before installation of Submersible pump motor & accessories the entire materials are to be kept in one place and photograph is taken covering all the materials supplied.
 - d) After installation of pumpset
 - e) After energisation of the pumpset

4. ELIGIBILITY CRITERIA TO PARTICIPATE IN THE TENDER:

- (1) Tenderers should be either a drilling company and / or submersible pumps manufacturing company having ISO 9001-2000 and BIS license for both Pump & Motor.
- (2) Tenderers if it is a drilling company, it shall have a minimum three drilling rigs, out of which one should be owned and the other two be lease agreement with owners of the rig for a period of two years from the date of this tender notification and produce such agreement and documents pertaining to rigs. And also shall have an agreement with submersible pump manufacturers for Supply & Erection of Submersible pumpsets & Accessories suitable for 165 mm dia borewell and Energisation on 'TURNKEY BASIS'.
- (3) Tenderers if it is a pump manufacturing company it shall have a minimum three drilling rigs either owned or entered into lease agreement with owners of the rig for a period of two years from the date of this tender notification and produce such agreement and documents pertaining to rigs.
- (4) Tenderers should provide Submersible Pumpsets suitable for borewells with inner dia meter of 165 mm from the manufacturers having ISO, 9001-2000 Certificate and having BIS license for both Pump & Motor. Such companies should have supplied 25% of their produce in the open market during last three years (2006-07, 2007-08 & 2008-09). A certificate to this effect from the Chartered Accountant should be produced along with ISO , BIS License for pump , motor.
- (5) The submersible pumpset manufacturer should have Energy Efficiency 5 star rating certificate or else should produce within 3 months from the date of work order. The Tenderer should not install the pump and motor without producing energy efficiency 5 star rating certificate.
- (6) Annual turnover should be minimum of **Rs.One crore** in each of the immediate three **preceding** years and certified by Chartered Accountant. (2006-07, 2007-08 & 2008-09)
- (7) EMD as prescribed for each district in the form of crossed demand draft from any of the Nationalised Banks in favour of Managing Director, Dr. B.R. Ambedkar Development Corporation, Bangalore; payable at Bangalore should be enclosed along with Technical Bid document.
- (8) One tenderer is eligible to quote for a maximum of five districts. The Tender and EMD is separate for each districts.

5. GENERAL CONDITIONS:

- (1) The tenderer should furnish all the informations in Schedule A of technical bid document.
- (2) The tenderer shall furnish information and relevant documents in English. In case, the original document is issued in vernacular, the translated copies certified by the authority signing the original / by a notary should be enclosed along with the original.
- (3) The tendering authority may, at his discretion, extend the deadline for submission of tenders, in which case, all rights and obligations of the Tendering authority and the tenders subjected to the previous deadline, will thereafter be subject to such extended deadline.
- (4) Any Tender received by the Tendering authority through any means / Channel after the due date and time will be rejected.
- (5) The tendering authority reserves the right to accept or reject the tenders without assigning any reason.
- (6) Cover – “A” (Technical Bid) will be opened by the tender Scrutiny committee constituted by the Tender accepting authority at prescribed date, time and place in presence of Tenderers or their representatives present.
- (7) Cover B (Financial Bid) of only those companies who qualifies in the technical bid will be opened by the tender scrutiny committee under intimation of date, time and place to the Tenderers or their representatives present.
- (8) Entry to participate in the Tender Scrutiny Committee meeting is restricted only to one bonafide Tenderer or his one authorized representative.
- (9) The Tenderer or his authorized representative who is present shall produce the authorization letter and sign in the Attendance Register evidencing his presence during the opening of tenders.
- (10) In the event of the date of submission or opening of tender, being declared as a Holiday for the office of the Tendering authority, the due date for submission of tender and opening of tender will be the following working day at the same time.
- (11) The Tenderer shall bear all costs associated with the preparation and submission of his tender and the tendering authority will in no case be responsible or liable for these costs, regardless of the conduct or out-come of the tendering process.

- (12) The contractor, in the event of not being able to procure the entire quantity of pumpsets from the manufacturer with whom he has entered into agreement/ if the corporation decides that the said pumpsets are not upto the desired standards then the contractor and the corporation will choose new manufacturer after observing all Technical parameters mentioned under item **6(2)(c)** of this tender form.
- (13) The successful tenderer shall give performance guarantee of 10% on the estimated value of the work assigned, in the form of Bank Guarantee. It is the responsibility of the tenderer to keep Bank Guarantee validated till guarantee period is over.

6. TWO COVER SYSTEM:

- (1) The tender shall be submitted only, If the tenderer is agreeable to all the terms and conditions of this tender, which includes the description and specification of the Items mentioned therein.
- a) The Tenderer shall submit the tenders in two separate covers called Cover – A and Cover –B.
 - b) Irrespective of the terms and conditions specified by the Tenderer, the terms and conditions specified in this tender shall only be binding on the Tenderer and the tendering authority.
- (2) The Tenderer shall submit the tender in the manner described hereunder:
- (a) THE 'COVER – A' (TECHNICAL BID) SHALL CONTAIN DOCUMENTS LISTED HEREUNDER:**
- (1) EMD 1 % of the estimated cost of all the units of 4 corporations, in each district subject to a maximum of Rs.5.00 lakhs.in the form of crossed demand draft from any of the Nationalized Banks in favour of “Managing Director, Dr. B.R. Ambedkar Development Corporation, payable at Bangalore.
 - (2) Notarized copies of documents pertaining to the rigs owned or leased (RC Book, Permit Insurance Tax paid receipts and valid lease agreement for 2 years).
 - (3) Annual turnover should be minimum of Rs.1.00 crore in each of the immediate three previous years and certified by Chartered Accountant. (2006-07, 2007-08 & 2008-09).
 - (4) Balance sheet and profit and loss account for the last three years i.e. (2006-07, 2007-08 & 2008-09). duly Certified by Chartered Accountant.
 - (5) The Constitution of the firm in original, and duly notarized.

b) Tenderer if it is a pumpset manufacturing company, it should submit the following documents along with 2(a) (1 to 5)

- (1) Notarized copies of ISO, 9001-2000 Certificate and BIS license for both Pump & Motor from the respective manufacturers.
- (2) Market standing certificate of such companies for having supplied 25% of their produce in the open market in each of the last 3 years (2006-07, 2007-08 & 2008-09). A certificate to this effect from the Chartered Accountant should be furnished.
- (3) Energy efficiency 5 star rating certificate.
- (4) VAT clearance for immediate 3 years i.e 2006-07, 2007-08 & 2008-09

c) Tenderer if it is a drilling company, it should submit the following documents along with 2(a) (1 to 5)

The tenderer at the time of submission of tender should enclose the following documents in Technical Bid related to the submersible pumpsets with whom it has entered into agreement.

- 1) Notarized copy of ISO 9001-2000 Certificate and BIS license for Pump Motor & other accessories.
- 2) The PAN/TIN/CST Registration Certificates of pumpset manufacturer
- 3) The Annual Turn Over certificate for immediate 3 years 2006-07, 2007-08 & 2008-09. of pumpset manufacturer
- 4) VAT clearance for immediate 3 years i.e 2006-07, 2007-08 & 2008-09
- 5) Market standing certificate issued by Chartered Account for each of the past immediate preceding three years. such companies should have supplied 25% of their production in the open market during 2006-07, 2007-08 & 2008-09.
- 6) Energy efficiency 5 star rating certificate.

Cover - A super-scribed as “Technical bid for drilling of borewell including supply, erection and energisation of submersible pump sets” on turn key basis.

d) THE 'COVER - B' (FINANCIAL BID) SHALL CONTAIN

Tender offer form Schedule B in Financial Bid Document should be filled up by the tenderer quoting rates in figures & words. For the purpose of financial bid the rates mentioned in words shall only be considered. Each page of the financial bid document should be Signed & seal affixed by the tenderer or his authorized person.

Both the covers shall be – sealed separately

Cover – B super-scribed as “Financial bid for drilling of borewells including supply , erection and energisation of submersible pump sets on turn key basis”.

Both the Covers – A and B put in an outer cover. The outer cover should also be sealed – Tamper proof and super –scribed as “Tender for drilling of borewell including supply, erection and energisation of submersible pump sets on “turn key basis”

The completed tender document should be submitted in person to the office of the Managing Director, Dr. B.R. Ambedkar Development Corporation, 9 & 10th Floor, V.V. Mini Tower, Dr. Ambedkar Veedhi, Bangalore - 560001 or any other place mentioned in the Tender Notification issued, on or before the last date & time fixed for submission of tender. The tender should not be submitted through Post / Courier.

7. EARNEST MONEY DEPOSIT:

The Earnest Money Deposit for the purpose of this tender is 1 % of the estimated cost of all the units of 4 corporations, in each district subject to a maximum of Rs.5.00 lakhs. The Earnest Money Deposit shall be in the form of Demand Draft from any of the Nationalized Bank favouring only Managing Director, Dr. B.R.Ambedkar Development Corporation Limited, “Payable at Bangalore. This should be enclosed with the tender in Cover “A”. (Technical Bid). No interest will be paid on EMD. Earnest Money Deposit submitted in the form of Cheque / Cash / postal order will not be accepted. The EMD will be returned after completion of work as per agreement and the guarantee period and certification to this effect from all the corporations.

8. OPENING OF TECHNICAL BID DOCUMENT:

The technical bid document in Cover “A” will be opened on date , time & place specified in the tender notification and the tender scrutiny committee shall evaluate whether the tenderer meets the required minimum acceptable qualification criteria and has submitted a technically responsive tender. It will verify all the following information.

- 1) Examine the eligibility criteria
- 2) Capabilities with respect to equipment and execution of work
- 3) Financial status and capacity
- 4) Any other information considered relevant

9. OPENING OF FINANCIAL BID DOCUMENT:

Financial bid documents of the successful tenderers in technical bid will be considered for opening of Financial Bid (Cover B). The Financial bid document in Cover "B" will be opened in the presence of the tenderers or authorized representatives and note the rates quoted by them. The time, date and place of opening will be informed separately. The rates quoted by tenderers will be listed and the comparative chart will be prepared and placed before the tender accepting authority for determining the lowest evaluated price. The accepting authority may also negotiate the prices if it is necessary.

10. REJECTION OF TENDER

In the following cases the tenders are liable to be rejected.

- 1) If the Tenderer doesn't meet the required eligibility criteria.
- 2) Non submission of any of the documents prescribed along with the tender
- 3) Tender received after due date & time
- 4) Non submission of EMD in Cover A.
- 5) Tenders submitted without quoting prices
- 6) Tender documents sent by Post / Courier
- 7) If a tenderer imposes conditions, which are in addition, at variance or in conflict with the terms & conditions of the tender document, his tender offer shall be summarily rejected and no opportunity will be given to the tenderer to withdraw such conditions or submit any clarification after opening of tender. In this regard the final decision shall remain with the Tender Scrutiny Committee.
- 8) Direct or indirect canvassing on the part of the tenderer or his representatives will be a disqualification. The suo-motto post tender correspondence shall not be desirable on the part of tenderers and may also be a cause for disqualification.
- 9) Abnormal under quoting of rates with the malafide intention of sabotaging the tender. EMD will also be forfeited.

11. TENDER EVALUATION

The evaluation of the tender in cover –A and B (Technical and financial bid) will be done as per the Karnataka Transparency in public procurement Act 2000.

The competent authority i.e., the tender accepting authority will take a decision in consideration of the prevailing policy of the Government and the tender conditions.

The tender accepting authority will call upon the successful Tenderer, informing the acceptance of his tender for the works mentioned above and to execute the agreement.

12. PERFORMANCE GUARANTEE AND AGREEMENT:

- (1) The agency has to furnish the performance guarantee @ 10% of the contract amount in the form of Bank Guarantee from any of the Nationalised Banks. Entering into agreement and issue of work order will be done only on furnishing of performance guarantee.
- (2) Successful tenderer(s) shall have to execute an agreement in the prescribed format on Rs.200/- stamp paper (or as revised by respective Corporation) with the Managing Director of the respective corporations within 10 days from the award of contract. The expenses of completing and stamping the agreement shall be paid by the firm. The firm shall submit the following documents with the agreement.
- (3) Letter of Acceptance.
- (4) Notarized copy of Article of Association and Memorandum/ Partnership Deed.
- (5) In case of partnership firm, notarized copy of registration certificate issued by Registrar of Firms.
- (6) Notarized copy of power of attorney to authorized signatory to execute agreement and copy of execution of Director of Board in case of limited company. Power of attorney should be signed by all partners in case of partnership firm (if not provided with tender)
- (7) Violation of any of the Clause of the Agreement shall be deemed as violation of Terms and Conditions of this Tender also.

13. VALIDITY OF THE CONTRACT:

The contract shall remain in force for a period of two years from the date of entering into agreement. However The Tender accepting authority will have right to extend the period of rate contract if it is deemed necessary for a further period of 6 months.

14. ISSUE OF WORK ORDER:

Once the successful tenderer enter into an agreement with the Managing Director of respective Corporation, the District Managers will issue work order for individual beneficiaries on furnishing of feasibility report by the contractor. No works should be commenced without the work order.

In case of 2 or more agencies are assigned work in a District, the District Managers of corporation in consultation with the Managing Director will finalise the area of drilling for the agencies so as to balance the geological strata in the District. The decision of the corporation is final and binding on the contractor.

15 SUBMISSION OF BILLS FOR PAYMENT:

The bills in triplicate should be submitted on completing the following stages of work along with reports in the prescribed formats and third party inspection certificates for 1 & 2 to the District Manager of concerned corporation.

1. Drilling of successful borewell, Yield test by "V" notch method along with receipt for having registered with ESCOM for power sanction.
2. Conducting 2nd yield test by Airline method by geologists DMG/PRED supply and successful installation of Submersible Pumpset and on production of receipt for having remitted YMD and acknowledgement for having submitted CR to ESCOM.
3. 3rd Stage - After Energisation of pumpset along with service certificate issued by respective ESCOMs.
4. Final Stage - After guarantee period the balance payment along with EMD and 10% performance guarantee will be made

All payments will be made by the respective Managing Director of the Corporation for the bills submitted by the District Manager. The bills should be accompanied with third party inspection reports & digital photographs prescribed by the Corporations.

SPECIAL NOTE:

- 1) All supplies should accompany original delivery note or invoice.**
- 2) Photocopies / fax copies of the delivery note or the invoice will not be accepted.**
- 3) Good non-absorbable paper should be used for the delivery note and the invoices.**
- 4) The matter pertaining to the supplies should be either printed or typewritten or legibly hand written on the delivery challan or the invoice.**
- 5) The delivery challan or the invoice should not contain any matter on its reverse side.**

16. FALL CLAUSES:

If at any time during the period of contract, the contractor reduces the sale price of such products to any other persons, State, Union territory, Corporation, Board, University, Trust, Local authority, Company or any others including his own dealer, distributor, stockist, agent during the period of the currency of rate contract at a price lower than the price quoted in this contract, he shall forth-with notify such reduction or sale to the Dr.B.R. Ambedkar Development Corporation Limited, Bangalore. The price payable under this contract shall correspondingly be reduced to the same extent as was sold to such others.

Failure to notify the Tendering authority to pass on such benefits due to decreased Excise duty or Exemption accorded shall entail disqualification of the Contractor and forfeiture of the EMD and performance guarantee.

17. THIRD PARTY INSPECTION:

Third Party Inspecting Agency appointed by the competent authority shall conduct quality & quantity inspection in the following stages and the certification must be furnished in the prescribed format along with bill. The inspection charges involved are to be borne by the contractor.

a. Drilling Stage : 100% pre delivery inspection of MS / uPVC Casing pipe. 3rd party will inspect the depth & Casing pipe length by using Under Water Camera of all the borewells drilled under this contract.

b. Pump Motor & Accessories : 100% Pre Delivery Inspection to be carried out on pump motor & accessories supplied by the contractor in respect of quality & quantity as specified in the tender. In a consignment, the contractor should supply minimum 25% of the work order to the District Head Quarter & random Post supply inspection should be carried out. Whatever costs involved are to be borne by the contractor.

18. PENALTY CLAUSES

The earnest money will be forfeited in the following cases:

- (1) If the contractor, fails to complete the works as per work order issued by the Corporations within the time prescribed.
- (2) If there is strong justification of believing that the proprietor or authorized employee or authorized representative has been guilty of malpractices, such as submission of forged documents etc., with the tender.
- (3) If the contractor found to have supplied material other than inspected as per technical specifications.
- (4) If the tenderer does not come forward to execute the agreement after accepting the tender within the prescribed time. And the tenderer may be debarred from participation of tenders in future invited by the said Corporations for a period of 5 years.
- (5) The works beginning from Drilling of borewell, 2nd yield test, Supply & Erection of pumpsets and accessories and registration with ESCOMS for supply of power should be completed within 90 days from the date of individual work orders issued by the District Managers.

Incase of default the following penalty shall be strictly imposed.

Delay for 1 week	2% of the individual borewell unit cost
Delay for 2 week	5% of the individual borewell unit cost
Delay for 3 week	7% of the individual borewell unit cost
Dealy for 4 week	10% of the individual borewell unit cost

19. GUARANTEE:

The contractor has to give guarantee for the yield of the borewell for one year from the date of energisation. In case if the yield decreases below 1000 GPH during the guarantee period, a fresh successful borewell has to be drilled for the same beneficiary again at free of cost. Failing which, the entire cost will be recovered.

There will be 2 year guarantee for pump , motor and other accessories from the date of energisation. During guarantee period, it is the responsibility of the contractor for successful running of the pumpset. In case of any problems the contractor has to rectify them at his own cost. Otherwise the cost involved in the maintenance/repairs/replacement will be recovered from the contractor.

20. BLACK-LISTING OF DEFAULTING CONTRACTORS:

- (a) The Corporations reserve the right to BLACK-LIST any Contractor for breach of any of the Terms and Conditions of the tender.
- (b) Such BLACKLISTED CONTRACTOR AND HIS ESTABLISHMENT will not be eligible to participate in any of the Corporation's tenders for subsequent 5 years.
- (c) In the event of tendered supplies does not conform to the standards and specification given in Schedule B of Financial Bid document.
- (d) Other grounds for BLACK-LISTING the tenderer.
 - i. Abnormal under-quoting to sabotage the process.
 - ii. Non-executing of agreements and non furnishing of performance guarantee when his offer/s is/are accepted.
 - iii. Submission of false documents to get declared as responsive.
 - iv. Canvassing through whatever means to get his tender approved.
 - v. Indulging in corrupt practices like offering incentives / inducements / coercion etc. to seek favour of approval.
 - vi. Interfering in the process of evaluation through submission of false documents on other tenderer/s.
 - vii. Bringing extraneous pressure on the officers or officials to get his tender declared responsive.
 - viii. Any other activity which would affect / interfere with the evaluation process.
 - ix. Recurrent delay in supplies.
 - x. Supplies of quantity less than what is claimed in the bill.
 - xi. Corporations reserves the right to reject the tender of blacklisted company's and those company's whose past performance with Corporations or any other Government organizations was poor due to delay in executions of works.

21. TERMINATION OF CONTRACT

Failure to comply with the Contract provisions will lead to termination of contract and black listing to debar from the participation in any of the tenders of this Dept. for the next five years, besides immediate termination of the existing contract.

The Corporation may without prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month, terminate the contract stating reasons thereof.

22. ARBITRATION :

In the event of any dispute arising out of the Terms and Conditions of the tender, the case shall be referred for arbitration to the Managing Director of the respective corporations. However, the aggrieved parties may appeal to the Principal Secretary / Secretary of the Social Welfare Department and whose decision is final.

23. SAVING CLAUSE: PROTECTION OF ACTION TAKEN IN GOOD FAITH

No suit, prosecution or any legal proceedings shall lie against Government or tendering authorities or any person for anything which is done in good faith or intended to be done in pursuance of this tender including the tendered quantity of the items notified.

24. DISPUTES & JURISDICTION:

In the event of any dispute arising out of the terms & conditions of the tender, such disputes would be subject to the jurisdictional courts at Bangalore, Karnataka state.

25. PAYMENT CLAUSE:

Stage	Description of Work	% Payment
1	Drilling of successful borewell, Yield test by "V" notch method along with receipt for having registered with ESCOM for power sanction.	90% of the bill
2	(a) Conducting 2 nd yield test by Airline method by geologists DMG/PRED (b) Supply and Successful installation of Submersible Pumpset and on production of receipt for having remitted YMD and acknowledgement for having submitted CR to ESCOM.	90% of the bill
3	Energisation of Pumpsets and on submission of service certificate issued by ESCOM's	100% + 5% of (1 & 2 stage)
4	After Guarantee Period (2 years from the date of energisation).	5% of stage 1 & 2 + EMD + performance guarantee

The contractor should claim all the dues within 3 years from the date of energisation of borewells. Otherwise, the amount pertaining to the individual beneficiary account will be forfeited.

SCHEDULE - A

Sl. No	Particulars					
1	Name of the Tenderer					
2	Whether the tenderer is a drilling company or submersible pumpset manufacturing company.					
3	Owner's Name & Address					
4	Address of Local office					
	Office Phone No					
	Land Line					
	FAX No					
	Mobile No					
5	TIN Number					
	PAN Number					
	CST Number					
6	No. of fast rigs & Capacity of each rig owned or leased with the owner of the rig for minimum 2 year (Enclose the copy of FC, RC & lease agreement,					
	Rig No.	RC No.	FC No.	Rig owner Name	Leased	Owned
	Rig 1					
	Rig 2					
	Rig 3					
7	Name & Address of the Geologist : who is conducting Geophysical survey to locate feasible Bore well point Mention his qualifications experience.					
8	Name & Address of the Pump set Manufacturer (s)					
	ISO 9001-2000 certificate					
	Certificate for pumpset with 5 star rating efficiency					
	Market standing certificate for 3 years (2006-07, 2007-08 & 2008-09)					
9	EMD for Rs..... lakhs DD No / Date/Name of the Bank					
10	Annual Turn Over Certificate for 3 years					
	2006-07					
	2007-08					
	2008-09					
11	Balance Sheet for last 3 years					
	2006-07					
	2007-08					
	2008-09					
12	Company's drilling capacity in 30 days					
13	Company's submersible pumpset manufacturing capacity in 30 days					

Signature & Seal of the Authorised person