

**SUPPLY INSTALLATION, TESTING & COMMISSIONING OF
KITCHEN EQUIPMENT WORKS
FOR PROPOSED PERMANENT CAMPUS (PHASE I)
FOR
INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA,
UDAIPUR
ADDITIONAL CONDITIONS**

1.0 General

1.1 The work shall be executed as per CPWD General Specifications, wherever applicable, as per relevant IS and as per directions of Engineer-in-Charge. The technical specifications are to be read in conjunction with above and in case of variations; technical specifications of tender document shall apply. Nothing extra shall be paid on account of additional features in the technical specifications as the same are to be read along with schedule of quantities for the work.

1.2 The Institute shall not issue any T & P and nothing extra shall be paid on account of this.

1.3 The work to be awarded by this tender shall be treated as indivisible works contract.

1.4 The work shall be executed in workman like manner, deploying best practices of the execution. All welded joints shall be grounded/ buffed so as to give best finish, no sharp edges will be left.

2.0 Terms of payment:

The deposit of Performance Guarantee and Security Deposit will be as per General Conditions of Contract.

Pro-rata payment against each item will be made as follows:

- 75% on receipt of the materials at site in Good Condition.
- 15% against successful erection of the equipment.
- 10% Against Commissioning

2.1 No foreign exchange shall be made available by the Institute for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

3.0 Rates:

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax, Sales Tax, VAT, purchase tax, turnover tax), octroi, entry tax, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/e temporary constructional storage, risks, overhead

charges, general liabilities / obligations and clearance from local authorities. However, in respect of service tax, if applicable, same shall be paid by the contractor to the concerned department and it will be reimbursed by IIMU on recommendation of Engineer in In-charge upon submission of documentary evidence.

The institute reserves the right to award the work in parts and contractor will have to carry out the work without affecting the terms of the contract. The rates quoted by the successful bidder shall remain valid for a period of one year within which time the Institute has the option to award the balance work at the same rate and with same terms.

The fee for the inspection of installation by government authorities shall be reimbursed by the Institute on production of receipts. The contractor has to, however, initially make the payment.

4.0 Completeness of tender:

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

5.0 Inspection and Testing

5.1 The equipments will be inspected at manufacturing site during manufacturing at intermediate stage or final stage or both. The contractor will furnish programme of manufacturing so as to enable the Engineer – in - Charge to work out programme. The contractor will be responsible for arranging necessary tools for inspection.

5.2 In case of bought out items, the Inspection can be done at sub vendors premises.

6.0 Storage and custody of materials:

The Kitchen room may be used for storage of sundry materials and erection equipments if available or else the agency has to make their own arrangement. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the Institute.

7.0 Care of the Building:

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. They shall be responsible for repairing all damages and restoring the same to their original finish at their cost. They shall also remove at their cost all unwanted and waste materials arising out of the installation from the site of work.

8.0 Completion period:

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of General arrangement drawings, supplying, installation, testing, commissioning and handing over of the entire installation to the satisfaction of the Engineer-in-charge.

9.0 Performance Guarantee:

9.1 The tenderer shall guarantee among other things, the following vis-à-vis specifications.

- a. Quality, strength and performance of the materials used.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

9.2 The contractor shall give a performance test of entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the tests.

10.0 Defect Liability Period:

All the equipments shall be guaranteed for a period of 12 months from the date of acceptance of completion certificate the Institute against unsatisfactory performance and / or break down due to defective design, workmanship of material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by Instituted that undue delay is being caused by the contractor in doing this, the same will be got done by the Institute at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

11.0 Power & Water Supply:

LT Power & Water Supply for the purpose of Installation & commissioning of the Kitchen equipment shall be provided to the contractor by the Institute, free of cost.

12.0 Data and Programme to be furnished by the tenderer:

12.1 With Technical Bid:

The tenderer shall furnish along with the technical bid, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

- a. The contractor shall prepare and submit a tentative Bar Chart clearly indicating the various activities, in a manner to complete the entire work covered under this tender within the stipulated period.

12.2 After Award of Work:

- a. The Contractor shall prepare the programme chart for the execution of the work showing clearly all activities from the start of work to the completion, with details of requirements of materials, man power, equipments and machinery deployment, required for the completion of the work within the stipulated period and submit the same to the Engineer-in-Charge within fifteen days after the issue of letter for commencement of the work. The Contractor shall also submit monthly programme and progress reports and update / re-schedule the same every month. These shall be submitted by the contractor in soft copy also besides forwarding hard copy of the same.

13.0The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments, operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

14.0Extent of work:

14.1The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the Institute. The term complete installation shall not only mean major items of the plant and equipments covered by Technical Specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract.

14.2Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required to be undertaken.

14.3The work is turnkey project. Any item required for completion of the project but left inadvertently shall be executed with in the quoted rates.

15.0Compliance with Regulations and Indian standards

15.1All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to this work. In particular, the equipment and installation shall comply with the following:

- a. Factories Act
- b. Indian Electricity Rules
- c. I.S. & BS Standards as applicable
- d. Workmen's compensation Act
- e. Statutory norms prescribed by local bodies

15.2Nothing in this tender shall be construed to relieve the successful tenderer of their responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

16.0Indemnity:

The successful tenderer shall at all times indemnify the Institute, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the Institute shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party

insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

17.0Erection Tools:

No tools and tackles either for unloading for shifting the equipments for erection purposes would be made available by the Institute. The successful tenderer shall make own arrangement for all these facilities.

18.0Cooperation with other agencies:

The successful tender shall co-ordinate with other contractors and agencies engaged in the construction of the building and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the Institute for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any existing portion of the building has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

Water proofing of pits shall not be damaged under any circumstances.

19.0Mobilization Advance:

No mobilization advance shall be paid for this work.

If the performance of the work done is found unsatisfactory during free maintenance/ warrantee/ guarantee period& during operation & maintenance part of the agreement, the same will be got done from another agency at the risk & cost of the contractor & shall be deducted from available security deposit.

21.0Refund of performance guarantee

Kindly refer Clause 4.2 of NIT document

22.0 Refund of Security Deposit

The security deposit will be refunded to the contractor only after completion of 12 months from the date of acceptance of work completion certificate by IIMU

23.0 Verification of correctness of Equipment at Destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

24.0 Painting:

This shall include cost of painting of entire exposed iron work in the installation. All equipments works shall be painted at the works before dispatch to the site.

25.0 Order of Preference:

Should there be any difference or discrepancy between the description of items as given in the Schedule of Quantities, technical specifications for individual items of work

(including additional and commercial conditions) and IS Codes etc., the following order of preference shall be followed:

1. Schedule of quantities
2. Additional and Commercial Conditions
3. Technical specifications specified in the tender
4. General Conditions of Contract for CPWD Works
5. Drawings
6. CPWD General Specifications
7. Relevant IS or any other International code in case IS code is not available.

26.0 Site Study / Measurement: It will be responsibility of the Tenderer to visit site for its study and detail measurement before starting the manufacturing of the equipment and co-ordinate with the Engineer –in - Charge for smooth progress of the work. Fitting of equipment in to given locations will be total responsibilities of the contractor. Oversized and / or undersized equipment due to site conditions will be rejected and appropriate size of product shall be fabricated by the contractor at his cost.

27. Samples of fittings to be used like Handles; locks; faucet hinges etc. Shall be got approved from the Engineer – in – Charge, prior to use.

28. Approval of Shop Floor Drawings: The contractor shall submit shop floor drawings for approval of the Engineer – in – Charge.

29. Inspection: All the equipments will be inspected at vendor's premises or at factory during manufacture. However, correctness of the equipment and responsibility of overall performance of individual component and complete system will lie with the contractor. Inspection at the contractor's premises will not in any case dilute the responsibility of the contractor towards correctness and performance of the equipments. The contractor will give adequate notice for inspection of materials during manufacturing process. However the inspection can be waived for certain equipment at the discretion of the Engineer-in- Charge. The inspection will be carried out by the Engineer-in-Charge or his authorized agent.

30. Commissioning: Supplier shall organize for complete manpower for Commissioning and expenditure for lodging boarding shall be to Supplier's Account.

31. Contract Period: The time allowed in the tender documents will be strictly followed. The compensation for delay will be as per relevant clause of General Conditions of the contract.

32. Spare Parts: Contractor should provide recommended list of spare for 1st year with quantity and shall quote for it separately.