

**KARNATAKA STATE SOUHARDA FEDERAL CO-OPERATIVE LTD,BANGALORE**

Project Name :- **Proposed Office Building of KSSFCL at # 68, 3<sup>rd</sup> Main ,Margosa Road, Near 18<sup>th</sup> Cross Busstop ,Malleswaram,Bangalore 560055.**

NIT(Notice Inviting Tender) No.: KSSFCL/BC/001/2021

Sealed Tenders are invited from reputed contractors for the following:

Name of Work : **External Glass façade cum ACP cladding work of Office Building of KSSFCL , # 68, 3<sup>rd</sup> Main, Margosa Road, Near 18<sup>th</sup> Cross Busstop ,Malleswaram,Bangalore 560055.**

Estimated Cost :**Rs. 13.00 lac. (approx.)**

Time allowed for completion : **28 days from the date of issue of Work Order.**

Cost of tender documents: **Rs.500 per Tender document**

Earnest Money Deposit (EMD) :- **Rs.32,500/-** (2.5% of the Project Cost)

Draft/Pay Order (non-refundable) in favour of **“KARNATAKA STATE SOUHARDA FEDERAL CO-OPERATIVE LTD,BANGALORE”**

**Eligibility of the Contractor:**

1. Contractor should have valid **GST Regn & PAN Number.**
2. **Contractor should have credential with proper completion certificate of executing Similar type of work Glass façade works, ACP cladding works / Sealant work for Commercial/industrial building premises in a single job, of minimum value Rs. 8 Lakh or two projects with each of value minimum Rs. 4 Lakh, under Govt , Semi-Govt , PSU, Firms & Private during last 3 years.**

Last date and time of receipt of tenders: Up to 3.00 P.M on 12/02/2021

Address at which the tenders are to be submitted: **KARNATAKA STATE SOUHARDA FEDERAL CO-OPERATIVE LTD, Nirman Bhavan, Dr.Rajkumar Road, 1<sup>st</sup> Block ,Rajajinagar ,BANGALORE.**

Date and time of opening of cover of tender: **3.30 P.M** onwards on **12/02/2021.**

Place of opening tenders : At the above mentioned venue of tender submission.

Defects Liability Period : **12 months** from the date of virtual completion of work.

Validity of offer : For a period of 90 days from the date of opening of tender

**Tender Cover should include the following : Forwarding letter, Signed-sealed copies of all aforesaid credential and statutory documents, the earnest money in required form.**

**Tender Shall contain the offered price with the full Tender Document duly filled. No other condition stipulated in Cover, other than unconditional general rebate, shall be accepted. All pages of the Tender Document should have original signature with official seal of the tenderer.**

After examining the Cover of the tender, **KARNATAKA STATE SOUHARDA FEDERAL CO-OPERATIVE LTD, BANGALORE** will open the Cover on the scheduled date and time of opening of tender cover and will be intimated to eligible tenderer or Least Bidder.

**A. SUBMISSION OF BID.**

- i. Tender shall be submitted along with requisite Earnest Money Deposit and other requisite documents in sealed envelope. All pages of original Tender document and schedule of quantities should be signed with official seal.

**B. Covering letter and other detail documents should form part of the offer.**

**C. QUOTING OF RATE FOR PRICED ITEM OF WORK:** The tenderer is requested to go through all the terms and conditions meticulously specified hereinafter before quoting their specific rate. All the quoted rates must be written by hand of the person signing the tender and with same pen and ink. Erasing or over writing will not be allowed under any circumstances. However, correction, if any, will be allowed if it has been duly signed and sealed.

**GENERAL TERMS & CONDITIONS**

1. The work should be completed within 28 days from the date of issue of the Letter of Intent / Work Order.
2. Time is the essence of the contract. If the Contractor delay in the progress of work due to circumstances beyond their control, they shall have to apply in writing with proper justification for the delay to the Owner for extension of time of completion within 3 (three) days of such occurrence but before expiry of stipulated date of completion. The Corporation on such application, may grant the extension of time. If they think it justified after proper enquiries. However, the finding of the corporation will be final and has to be abided by the Contractor.
3. Any extra work of the items not included in the Schedule scope of work with Bill of quantities will be done on extra item basis and the rate of payment for those extra item/items, if any, will be finalized mutually on the basis of the following in order of preference. a) Rate should be obtained from current PWD Schedule of Rates of Bangalore Circle. b) Rates derived from similar items of work from PWD Schedule of Rates of Bangalore Circle. c) Analysis of rates as per prevailing market rates of labour and materials. Necessary documents are to be furnished by the Contractor in support of their rates.
4. The Contractor shall be responsible for any injury that might occur to person/s and any damage that may cause towards any Company's property during the course of execution of the work and they will be liable to make good the same at their cost.

5. The work should be carried out as per PWD Specification and in accordance with the Indian Standard Code of Practice. The materials, which will be used in the work, should have prior approval of the Corporation.
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7. Income Tax deduction will be made at source as per laid down rules of Ministry of Finance. 8. The Contractor shall have to comply with the provisions of all Labour Rules ,Wages Act and 1948 Worker's Compensation Act, whichever is application.
8. The Contractor shall have to provide everything necessary for proper execution of the work including labour, tools & tackles and stores etc.
9. The rate quoted by the contractor shall be firm throughout the tenure of the contract and shall be **inclusive of all taxes, GST,octroi and other statutory payments** and will not subject to any fluctuation due to any increase in any effect.
10. The payment of bill will be made on actual measurement basis against R/A bills and Final Bill. Bills may be paid with part rate against individual items.
11. The Security Deposit would be refunded back after maintaining 12 (twelve) months defect liability period **from the satisfactory completion of the work.**
12. **The following materials would not be supplied by the bank brick, cement sand, steel, Plaster of Paris, Putty, wood, glass, lamination, paint, ceramic tiles, hardware fittings etc. including any other materials needed for execution of the job.**
13. The Contractor shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc.
14. The Contractor shall not, without the written consent and approval of the Corporation, Sublet any portion of the work.
15. The Contractor shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc.
16. Rates of all items should be inclusive of supply of materials, labour charges hire charges of tools & tackles, scaffolding, plant & machinery any taxes and duties etc. In case of only labour involved items, supply of material will not be included.
17. Should the contractor fail to complete the job within the stipulated time as specified in the tender within one extension of time, if permitted, will be terminated automatically on the ground of non-completion of work even within the extension of time as permitted and no appeal will be accepted in this respect. The balance job, if any, to be carried out through any other agency at the terminated contractor's cost and risk.
18. No other terms and conditions are acceptable from their end if not stipulated in the work order or accepted.
19. IDLE LABOUR No claim for idle labour would be entertained under any circumstances.

20. COMPLETION DRAWING Wherever applicable, the contractor shall have to submit with the final bill, detailed drawings showing the works completed in all respects. Such drawings shall consist of one original and four copies of the same as per instructions of the Engineer-In-Charge.. Unless such drawings are furnished and approved, payment for final bill will not be processed.

## **SPECIAL TERMS & CONDITION**

1. Bidders shall submit their bids for the complete scope of work as defined in the tender documents. However, Owner reserves the right to split – up the work, evaluate and award works to one or more Bidders, without prejudice to any provisions made elsewhere in the tender documents.
2. All terms and conditions of the tender documents shall be construed as applicable for any or all parts of the works, in general, unless specifically indicated to the contrary. The provisions as separately applicable in case of sub-division of the works, are set out separately, wherever applicable.
3. The Bidder shall quote prices valid for acceptance by the owner for award of full or part of the works, Bidder shall categorically confirm in their offer, their acceptance to the provisions of this clause.
4. Contract documents for agreement shall be executed after award of works to the successful tenderer by Telegram / Fax / Detailed letter of Intent. Until the final contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the Owner and Bidder's acceptance thereof, shall constitute a binding contract between the successful tenderer and the Owner, based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
5. Subject to availability, OWNER will supply power at 400/440V at only one point at the nearest sub-station/source, from where the CONTRACTOR will make his own arrangement of temporary distribution. The point of supply will not be more than 500 Meters away from the CONTRACTOR's site. All the works will be done as per IEA regulations and passed by the ENGINEER – IN – CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR WILL re route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the OWNER which should be in the custody and control of the OWNER. The OWNER shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained.
  - a. The selected agency must pay Earnest Money of requisite amount failing which the tender is liable to be rejected.
  - b. No interest shall be paid by the OWNER on the Earnest Money deposited by the selected agency.
  - c. The Earnest Money deposited by selected agency shall be forfeited in case the selected tenderer fails to start work within a period of 10 days.
6. The successful tender shall be issued LOI / LOA. The duplicate copy of the LOA will be returned duly signed by the agency as a token of acceptance. The work order /

LOI duly signed by the owner & successful tenderer will be treated as agreement between the parties. In the event of failure on the part of the successful tenderer to sign the work order / LOA within 10 days time from the receipt of the work order / LOA. The earnest money deposit may be forfeited.

7. The work covered by this CONTRACT shall be commenced within 10 days after the receipt of the LETTER OF ACCEPTANCE OF TENDER and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not be considered. The above period of ten days is included within the overall COMPLETION SCHEDULE but not over and above the completion time to any additional work or any other reason.
8. Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out of or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case shall be deducted from any sum then due or may become due there-after at any time to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand an amount balance remaining due.
9. The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. THE CONTRACTOR at all times shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-charge from time to time and the whole document to be preserved and handed over after completion of works.
10. No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the OWNER except as provided for in the succeeding sub-clause.
11. The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise Duty, Octrois, service Tax, Vat, Labour cess etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old-age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the CONTRACTOR and then CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS, with all applicable Central, State Municipal and local law and regulation and requirement of any Central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or local Authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of or by reason of the work provided

for by this CONTRACT by third parties, or by Central or State Government authority or any administrative sub-division thereof.

12. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
13. Tenderer should quote all inclusive prices including the liability of GST/ Service Tax/Sales Tax/Turnover Tax, labour cess etc. whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. OWNER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.
14. All materials which are procured by the contractor shall conform to relevant Indian Standards and the test certificate of the procured materials by the contractor shall be furnished to the owner
15. Water to be provided at single point at free of cost from where contractor will make his own arrangement for temporary distribution. The point of supply will not be more than 500 meter. The owner shall not however guarantee the supply of water and no compensation for any failure or short supply of water will be entertained and in this respect contract should arrange water at his own cost.
16. The CONTRACTOR, on or after award of the WORK shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for work given the CONTRACTOR shall also provide to the satisfaction of the ENGINEER-INCHARGE sufficient and qualified staff to superintend the execution of the WORK
17. Competent sub-agents, foremen and leading hands including those specially qualified be previous experience to supervise the type of work comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. The contractor should be competent enough to work in the night shift or in weekends to complete the job in time.
18. Any dispute arising under the agreement shall be referred to the arbitration to a sole Arbitrator appointed with the consent of the owner and the contractor as indicated in the article of the general conditions. The award of the arbitrator shall be final & binding on both parties.
19. Contractor should note that the quantities mentioned in BOQ may vary. However, contractor should take prior approval from the Engineer in charge for execution of item in excess of the quantity mentioned in BOQ.
20. The contractor has to execute the job as per owner's priority and as instructed by Engineer in Charge.
21. The quantities mentioned in the tender documents are indicative one.
22. The contractor should note that his workers must wear personal protective equipments (PPEs) such as safety helmet, safety goggles, hand gloves, safety shoes/gum boots while performing a job. No workers will be allowed to work at site if found compromising with safety norms.

