**1.01.00 BID SYNOPSIS**

1. Tender No. : KINFRA-OTP/KG/F/L/01/2015

2. Name and address of client : Managing Director, KINFRA

 KINFRA House, T.C No. 31 /2312

 Sasthamangalam PO,

 Thiruvananthapuram-695010.

3. Name of project : elevator System for the Standard Design Factory Building at KINFRA Integrated Industrial park, Ottappalam.

4. Place of work : SDF Building, KINFRA Integrated Industrial Park, Ottappalam

5. Scope of work : Supplying, fabricating, erecting, testing

and commissioning of 2 Nos. of passenger lifts (10 passengers) and 2 Nos. of Cargo Lifts both at SDF Building, KINFRA Integrated Industrial Park, Ottappalam

6. Probable amount of contract : Rs**.** 96,00,000/-

7. Type of tender : Item rate basis

8. Schedule of rates applicable : Market rates

9. Completion period : 6 months

10. Cost of tender documents : Rs. 5, 000/- + VAT

11. Date of sale of tender documents : 16/04/2015 to 29/04/ 2015

from 10.00 am to 5.00 pm on working days (on 29/04/ 2015 till 1.00 PM only)))

09.10

12. Tender documents issuing office : KINFRA

 KINFRA House, T.C No. 31 /2312

 Sasthamangalam PO,

 Thiruvananthapuram-695010.

13. Last date and time of receipt of tender : 3.00 p.m. on 29/04/ 2015

14. Date and time of Technical bid opening : 3.30 p.m. on 29/04/ 2015

15. Place, date and time of pre-bid meeting : KINFRA HOUSE ANNEXE, TC.9/2585

 ELANKOM GARDEN

 VELLAYAMBALAM

 THIRUVANANTHAPURAM.

 PIN 695010 , Ph:0471-2727282

 11.00 am on 23/04/ 2015

16. Tender receiving office : KINFRA

 KINFRA House, T.C No. 31 /2312

 Sasthamangalam PO,

 Thiruvananthapuram-695010.

17. 1. Earnest Money Deposit : Rs.50,000/- in the form of Bank Guarantee issued by a Scheduled/ Nationalized bank if the mode of payment is BG, it should cover the firm period of tender plus 30 days.

 2. Performance Security deposit : 5% of the contract value, at least 50% in the form of Treasury Fixed Deposit and the rest in the form of BG. The validity of Bank Guarantee shall be up to the period of completion of work / the extended period of completion of work with an additional claim period of three months (Security deposit shall be made within 7 days from the date of receipt of letter of acceptance or 10 days from the date of work order whichever is earlier.)

 3. Retention percentage from running

 /Final bill : At the rate of 2.50% of gross amount of work done from each running bills/final bill till expiry of defect liability period.

18. Bid validity period (Firm period) : 90 days from the last date of

 submission of tender.

19. Defect liability period : 12 months from the date of handing over of the work.

1. Minimum value of work that should have

been executed by the contractor during

 the last 3 years in a single contract as

 Prime Contractor. : Rs. 76.80 Lakhs

1. Minimum average annual turnover that

the contractor must have during the

three preceding financial years

2011-2012 ,2012-2013&2013-2014. : Rs. 144 Lakhs

22. Mode of Payment : Upto70 % of contract amount less retention will be paid against the supply of materials as per the accepted schedule. Upto 90% of the contract amount less retention and first advance, will be paid against completion of erection on prorata basis. The remaining 10% of the contract amount (final payment) less retention and the initial payments, are affected on completion of testing trial run, satisfactory commissioning and issue of final acceptance certificate. All payments are affected on certification of both the PMC and KINFRA.

23. Minimum value for the Solvency : Rs.38.40 lakhs

 Certificate

24. Penalty for delay of work : 0.5% of the value of unfinished portion of work (as per original and supplementary agreements) for every week of delay subject to a maximum of 10% of contract value of the work.

**1.01.01 PROJECT SYNOPSIS**

1. Client : Kerala Industrial Infrastructure Development

 Corporation (KINFRA), Trivandrum

2. Project : Elevator System for the Standard Design Factory Building at KINFRA Integrated Industrial park, Ottappalam.

 3. Tender No. : KINFRA-OTP/KG/F/L/01/2015

 4. Location : Lakkidi koottupatha, Ottappalam in Palakkad Dt

5. Nearest railway station : Ottappalam

6. Nearest airport : Nedumbassery

 7. Accessibility : Site is accessible by road

9. Scope of work : Fabrication supply, installation, testing and

 Commissioning of the following:-

2 Nos. Passenger Lifts (10 passengers) and 2 nos 2T capacity, Cargo Lifts for the SDF Building at Ottappalam including obtaining safety certificate and all other approvals necessary for their operation from Electrical Inspectorate, including preparation of necessary drawings and documents, submitting the same and obtaining the above said approvals and certificates including completion report, energisation of the installation with the necessary approval from Kerala Electrical Inspectorate/Kerala State Electricity Board. The statutory fee payable to the Electrical Inspectorate / KSEB will be reimbursed by the Client.

**1.02.00 NOTICE INVITING TENDER**

**ELEVATOR SYSTEM FOR THE STANDARD DESIGN FACTORY BUILDING AT KINFRA INTEGRATED INDUSTRIAL PARK, OTTAPPALAM**

 **1.02.01**Kerala Industrial Infrastructure Development Corporation (KINFRA) invites sealed and super scribed item rate tenders in two-cover system (Technical & Price bid) in the prescribed format from competent, experienced, technically & financially sound Original Equipment Manufacturers of Passengers Lift and Cargo lifts for executing the following work at KINFRA Integrated Industrail Park,Ottappalam

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the work | PAC (Rs.) | EMD (Rs.) | Period of completion | Cost of tender document (Rs.) |
| Elevator System for the Standard Design Factory Building at KINFRA Integrated Industrial Park, Ottappalam | 96,00,000/-  | Rs 50,000/- as BG | 6 Months | 5,000/- + VAT+VAT |

**1.02.02** The tender documents (non-transferable) can be purchased from the office of THE MANAGING DIRECTOR, KINFRA, KINFRA House, T.C No. 31 /2312, Sasthamangalam PO, Thiruvananthapuram-695010 PH: 0471 – 2726585, from **16/04/2015 to 29/04/2015 - 10.00 am to 5.00 pm on working days (on 29/04/2015, till 1.00 PM only))** on payment of the above-mentioned price as cash or demand draft payable to Managing Director, KINFRA, Trivandrum. Those who require the tender document by post/courier have to remit Rs.100/- extra. KINFRA shall not be responsible for any loss/delay of tender document due to courier/ post. Earnest Money Deposit of Rs.50,000/- shall be in the form of a Bank Guarantee from a Scheduled / Nationalized Bank in the prescribed proforma/ DD.

Further details and clarifications can be had from the **Architect:** KUMAR GROUPTOTAL DESIGNERS,KENT GLASS HOUSE,KANIYAMPUZHA ROAD, VYTTILA,COCHIN 682 019.PHONE: 0484 - 4074222, 2112210 **FAX : 2357687**  or from the office of KINFRA Integrated Industrial Park, Lakkidi Koottupatha, Palappuram.P.O, Ottappalam ,Palakkad, PIN 679 103 , Ph:0466-2230061.

Tenders shall be submitted in the manner specified in the “Instructions to Bidders” forming part of the tender. Tender superscribing name of work, date of submission and the name and address of the bidder shall be submitted in sealed envelopes addressed to THE MANAGING DIRECTOR, KINFRA, KINFRA House, T.C No. 31 /2312, Sasthamangalam PO,Thiruvananthapuram-695010 PH: 0471 – 2726585 to reach before 3.00 pm on 29/04/2015.

 The envelope–1 containing the EMD, duly filled format for pre-qualification, Preliminary Agreement and Technical Bid will be opened at 3.30 pm on the same day in the presence of bidders or their authorized representatives who are present.

The time and date of opening of Price Bid (envelope–2) of the tender shall be intimated only to the pre-qualified and technically acceptable bidders at a later date.

**1.02.03 ELIGIBILITY CRITERIA**:

1. The bidder should have successfully completed at least one work of similar nature of contract value not less than Rs. 76.80 lakhs in a single contract during the last three financial years 2011-2012, 2012-2013 and 2013-2014
2. The average annual turnover of the bidder shall not be less than Rs 144 Lakhs

during the last three financial years 2011-2012, 2012-2013 and 2013-2014 as per the audited financial results.

1. The bidder should possess the latest Solvency Certificate from a nationalized / scheduled bank for an amount of not less than Rs 38.40 Lakhs.
2. The bidder should not have incurred any loss during the last three financial years, 2011-2012,2012-13,2013-14.
3. Bidder should have at least ‘10 years’ experience in the supply and maintenance of their own branded lifts.
4. Bidders should be the original manufacturer of lifts.
5. Bidder should have supplied and maintained lifts for reputed organizations or Government institutions for at least five years.
6. The bidder shall be ready to provide a five year Annual Maintenance Contract (AMC) for the installations including replacement of parts, if any, required.

The applicant should have an in house professional Team including experienced Engineers and other technically competent people, on its role to execute the assignment. A brief profile of such persons proposed for this project shall be attached. Tender should have adequate equipment and staff to undertake quality control activities proper monitoring of the execution and achieving targets and mile stone as per the accepted, time schedule of the work.

Joint ventures and consortiums formed for the purpose of bidding are not eligible to quote for the tender. KINFRA reserves the right to pre-qualify the bidders as per the standards fixed by it and to reject all or accept any tender without assigning any reason whatsoever.

The bidder should have fabricated, supplied, erected and commissioned passenger and Cargo lifts for state Govt. /Central Govt. /state or central govt undertaking/private or public sector industries as prime contractor.

The requisite certificate of experience to be signed by Client / Govt. officer/

Architect.

Pre – qualification will be strictly based on the evaluation of the details

Furnished In the format provided in the tender. Copies of testimonials and other documentary evidence must be submitted along with the pre -qualification format for evaluation and confirmation of qualifying requirements. Bids of those bidders who in the opinion of the client or Architect do not satisfy the above requirements will not be considered.

**1.02.04** KINFRA shall have no responsibility for any delay or non-receipt of tender documents sent by post or courier. Telex/ telegraphic / tele-fax / e-mail offers will not be accepted. KINFRA reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

**1.02.05** A pre-bid meeting of the individuals / firms, who have purchased the bid documents, will be held at KINFRA HOUSE Annexe, Vellayambalam,Thiruvananthapuram on 23/04/2015 at 11am. The minutes of the meeting will be prepared and this shall form part of the tender.

* + 1. After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the bidder and other persons not officially concerned with such process.

Subject to the Client’s (KINFRA) right to accept any tender and reject any or all tenders, the client will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated Tender Price, provided further that the bidder has the capability and resources to carry out the contract effectively.

Prior to the expiry of the period of validity of the tender the KINFRA will notify the successful bidder in writing by letter that his tender has been accepted. This letter shall name the sum, which **“KINFRA”** will pay to the Contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the Contractor as specified by the contract (here in after called the contract price). Acknowledgement of the same shall constitute the **‘Letter of Acceptance’**. This Letter of Acceptance will constitute the formation of a contract between **KINFRA** and the tenderer.

Before commencing the work and within a week after the letter of acceptance or 10 days from the date of the work order whichever is earlier, the successfull tenderer shall make a Performance Security Deposit as given in Clause 1.02.11 of this tender and furnish the same for the proper fulfilment of the contract and shall execute an agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement”.

If the aforesaid tenderer fails to execute the Agreement as stated above within the specified period, the Earnest Money Deposit shall be forfeited to the **KINFRA** and fresh tenders shall be called for or the matter otherwise disposed of. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to **KINFRA** results, the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by any other suitable course of action including legal proceedings.

**1.02.07** Tenders not properly filled up, mutilated, with incorrect calculations or generally not complying with the conditions of tender are susceptible to be rejected.

**1.02.08** The Bidder should enter their rates in the schedule of quantities in both figures and words clearly. The overall amount accepted and specified in the pricebid shall not be varied on any account whatsoever. The amount thus quoted will be deemed to include the cost of all materials, labour, hire charges for all machineries, cost of fuel, power, all leads and lifts, taxes, levies, royalties, over heads, contingencies, profits etc. and the quoted price is all inclusive. The total contract price shall also be worked out and entered in the last page of the schedule.

**1.02.09** If the tender is made by an individual, it shall be signed with his full name and his complete address shall also be given. If it is made by a partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each of the other partners of the firm and attach a copy of "Power of Attorney” with the tender authorising him to sign on behalf of the other partners. If the tender is made by a private company/public company, it shall be signed by a person on behalf of the company having necessary authorisation or power of attorney to do so.

* + 1. **EARNEST MONEY DEPOSIT** **(EMD)**

 EMD shall amount to Rs. 50,000/- in the form of bank guarantee from a Scheduled / Nationalized bank. If the mode of payment is BG, it should cover the firm period of tender plus 30 days.

 EMD of the unsuccessful bidder will be refunded without any interest on finalization of the contract with the successful bidder or on the expiry of the firm period of tender plus 30 days whichever is earlier.

 EMD deposited with the client will be forfeited/encashed under the following circumstances.

1) If the bidder withdraws his bid during the firm period specified.

1. If the successful bidder fails within the time limit to sign the contract agreement or fails to furnish the required performance security deposit.
	* 1. **PERFORMANCE SECURITY DEPOSIT**

The successful bidder, on receipt of the Letter of intimation / work order, shall be remitted to KINFRA, an amount of 5% of the work order value as Performance Security Deposit. 50 % of this amount shall be in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee from a Scheduled/ Nationalized bank and execute the contract agreement within seven days from the date of the letter of acceptance or ten days from the date of work order whichever is earlier. The validity of BG shall be up to the period of completion of work / the extended period of completion of work with an additional claim period of three months.

**1.02.12 DATE OF STARTING OF WORK**

 Date of starting of work will be considered as ten days from the date of work order or within seven days from the date of receipt of work order whichever is earlier.

 **1.02.13** **RETENTION AMOUNT (as Security Deposit)**

1. In addition to Performance Guarantee, retention money at the rate of 2.50% of gross amount of work done will be deducted from each running bills/final bill till expiry of defect liability period. Retention money shall be refunded against the Bank Guarantee from a Scheduled/Nationalized Bank having validity up to three months after the defect liability period on its accumulation to minimum amount of Rs 5 lakhs. The minimum amount of BG shall not be less than Rs.5 lakhs at a time. This retention money shall be refunded on satisfactory completion of the defect liability period as certified by PMC/KINFRA.

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 In case, if any defects are remaining to be rectified even after the defect liability period, the retention money will be retained until the defects are rectified by the contractor. This money will be returned to the contractor after the defect liability period only on rectification of the defects.

 In case, the contractor is not attending to the defects after the defect liability period, these works will be undertaken by KINFRA after issuing a notice to the contractor and the cost thereof will be deducted from the retention money and the balance if any will be returned to the contractor.

**1.02.14** All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor. The Contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay the necessary premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time. Remittance to labour welfare fund shall be deducted from the bill.

**1.02.15** All statutory deductions shall be made from the amount eligible to the Contractor in each part bill at current rates. The deduction towards the work contract tax shall be at the prevailing rate. The rate of deduction towards work contract tax shall be changed if the government revises the rate. Any tax missed out for deduction in any part bill shall be deducted in the subsequent bills/final bill.

* + 1. **PERIOD OF VALIDITY OF TENDER**

 Tender shall remain valid for acceptance for a period of 90 days from the last date of submission of tenders.

If the bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, then the owner has the liberty to forfeit the EMD.

**1.02.17 INSPECTION OF SITE**

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions of substrata, approaches, availability of raw materials, geological and weather conditions etc., before quoting his rates. He must also go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the office of the **Architect:** KUMAR GROUPTOTAL DESIGNERS,KENT GLASS HOUSE,KANIYAMPUZHA ROAD, VYTTILA,COCHIN 682 019.PHONE: 0484 - 4074222, 2112210 **FAX : 2357687** or from the office of KINFRA Integrated Industrial Park, Lakkidikoottupatha, Palappuram.P.O, Ottappalam, Palakkad, PIN 679 103, Ph: 0466-2230061

 **1.02.18 QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Architect/”KINFRA”/PMC do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions /additions at the discretion of the Architect/”KINFRA”/PMC without affecting the terms of the contract.

The “KINFRA” reserves the right to increase or decrease the quantum of work at site without assigning any reason. Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the Contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The Contractor shall carry out all works as directed by the Architect at the same agreed rates.

**1.02.19 RATES TO BE ALL INCLUSIVE**

The Contractor’s rate must include the cost of labour, materials, transportation, loading and unloading of all materials at the site, fixing and placing in position for which the item of work is intended to be operated, all taxes such as sales tax, excise duty, work contract tax, service tax, octroi and all other taxes imposed by Government of Kerala from time to time.

The contract amount being inclusive of Service TAX, (presently @ 12.36%) the invoice are to be drawn in accordance with the reverse charge mechanism wherever applicable as stipulated under Rule 4A of Service TAX Rule 1994 and also satisfy the notification issued under 30/2012 and 26/2012. The invoice submitted by contractor shall be in the form of 8C under the Kerala value added tax rules. The rate quoted by the Contractor shall be firm throughout the contract period and extended period sanctioned. There will be no upward revision of rates quoted by the contractor for any reason whatsoever.

* + 1. **NO ESCALATION ALLOWED**

 The rates quoted shall be firm throughout the period of contract including the extended period. There will not be any payment towards escalation in the cost of materials or labour or any other inputs, or hike in the taxes payable by the Contractor. No escalation on any ground will be accepted, once the bids are opened by KINFRA.

 **1.02.21** **INTERPRETING SPECIFICATIONS**

.01 In interpreting specification, the following order of decreasing importance shall be followed: -

1. Specification mentioned in schedule.
2. Technical specification.
3. Special conditions of contract.
4. General conditions of contract.
5. Drawings.

.02 Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the Architect/KINFRA/PMC shall be final.

 .03 No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the Contractors, Contract Forms, Conditions of the Contract, Special Conditions, drawings and specifications and if any such alterations are made or any additional conditions attached, the tender is liable to be rejected

**1.02.22**  The acceptance of a tender rests with the authorised representative of the “KINFRA” who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason whatsoever.

The authorised representative of the “KINFRA” reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates and amount quoted.

**1.02.23** The work shall be carried out under the direction and supervision of the Architect/”KINFRA”/PMC or their representatives at site. On acceptance of the tender, the Contractor shall intimate in writing the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

**1.02.24** The Architect’s/”KINFRA’s/PMC decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected thus shall be immediately removed by the Contractor and replaced by materials as per specifications and standards including the standards prescribed by the BIS.

**1.02.25**  **SUB-LETTING**

No part of the contract shall be sublet without the written permission of the Architect/”KINFRA”/PMC nor shall transfers be made by the Power of Attorney authorising others to carryout the work or receive payment on behalf of the tenderer.

**1.02.26**  **DEFECTS LIABILITY PERIOD**

Any defect developed within ‘Defect Liability Period’ of twelve months (to be reckon from the date of handing over of the system) will have to be rectified by the Contractor at their own cost and in case the Contractor does not rectify the defects, Architect/”KINFRA”/PMC or their representative shall get the work done at the risk and cost of the Contractor.

**1.02.27 DELAYS IN COMMENCEMENT**

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other materials.

* + 1. **OCCUPATION IN PART**

If the “KINFRA” wants to occupy areas in part, the Contractor shall complete the work of these areas in conjunction with the “KINFRA” and hand over the same to the “KINFRA” without affecting any of the clauses of the contract agreement.

**1.02.29** **QUALITY OF MATERIALS USED FOR THE WORK**

The Contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

The Contractor must co-operate and co-ordinate with other Contractors involved in other works at the site. The Contractor should also note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work and that no extra payment is permissible on this account.

**1.02.30 PERIOD OF COMPLETION**

Time is of essence in this contract. The overall completion period shall be **six months** and on the basis of Clause 1.06.28.02. Commencement of the work shall be considered as ten days from the date of work order or seven days from the date of receipt of work order whichever is earlier. The Contractor shall draw a detailed schedule / programme in the form of a bar chart / PERT chart or in MS Project for the execution of the work with 15 days from award of work .The contractor shall also submit a programme for procurement of material, equipment and deployment of labour.

**1.02.31 PENALTY FOR DELAY IN COMPLETING THE WORK**

If the Contractor fails to complete the work within the specified period of completion or within any extended time allowed, as given in the relevant clause, the Contractor shall pay the owner as penalty an amount equivalent to 0.5% (point five percentage) of the value of unfinished portion of work (as per original agreement and supplementary agreements) for every week of delay subject to a maximum of 10% (ten percentage) of the contract value of the work. Such amounts may be deducted by the owner from any amount due or that may become due to the Contractor

**1.02.32 CONTRACTOR’S STORE AND SITE OFFICE**

Suitable area in the site of work shall be allowed to the Contractor free of cost for constructing temporary sheds for storing his tools and material. However, these structures will be provided by him at his own expense and he will be solely responsible for guarding his property with requisite insurance against theft, fire, etc. The Contractor will also have to dismantle the sheds and vacate the land of all debris, etc. at his own expense after completion of work.

* + 1. **MEASUREMENT, BILLING AND PAYMENT TERMS**

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest BIS code of practice for measurement. Measurement shall be jointly taken by the Engineer of Architect, Contractor and Kinfra Engineer/PMC in charge.Period of final measurement shall be three months from the time of commissioning of the equipments.

**1.02.34 PAYMENT TERMS**

**On Progress of supply**.

Upto 70 % of contract amount less retention (if applicable) will be paid against the supply of materials as per the accepted schedule as assessed by the Engineer in charge after survey of the materials and on strength of certificate issued by the PMC/KINFRA.

**On Progress of erection**.

Upto 90% of the quoted amount less the payments already made and retention (if applicable) as per the terms of the contract, shall be paid on completion of erection on pro-rata basis on assessment and certification above.

**On Taking Over**.

The remaining10% of contract amount less retention (if applicable) as per the terms of contract and the payments already made, shall be paid on completion of testing trial run, satisfactory commissioning and issue of final acceptance certificate. All payments are affected on certification of both the Architect and KINFRA/PMC.

* + 1. **EXTRA ITEMS**
1. Any item of work that does not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by the Architect / ”KINFRA”/PMC to execute is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of the Architect / KINFRA/PMC shall be carried out by the Contractor. No such variation will violate the contract. Change records shall be used to regulate extra items.
2. Extra items of work thus carried out by the Contractor will be paid at the rates worked out by the Architect / KINFRA/PMC in the following manner.
3. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are available in the contract, such rates shall be applicable.
4. In the case of extra items whether altered or substituted, for which **similar items exist in the contract**, the rates shall be derived from the original item by appropriate adjustments of cost of affected components, as applicable on the basis of provision mentioned below:

 (a) Civil work – Rate analysis as followed in DSR 2013 with Cost Index of 1.25

 for Palakkad

(b) Electrical work – Rate analysis as followed in DSR 2013 with Cost Index of 1.25 for Palakkad.

 An allowance of 15% of rate worked out will be added towards contractor’s profit overhead and establishment charges taken together.

1. In the case of extra items, whether additional altered or substituted, for which rate can be only partly derived from similar items in the contract, DSR 2013 data and relevant schedule of rates as mentioned in clause 1.02.35.04 as the case implies and partly from market rates, the rates will be worked out as follows:

 The contractor immediately after the execution of work shall communicate to the Engineer of KINFRA/PMC and Architect, the rate claimed for the item with supporting documents as regards the prevailing market rates. The Architect shall examine these records and work out the rate in the following manner:

As regards the first part involving items in the DSR 2013 data and relevant schedule of rates as mentioned in 1.02.35.04, the rate will be worked out as given in 1.02.35.04 above. As regards the second part involving market rates, the rate will be worked out as given in 1.02.35.06 below.

1. In the case of extra items, whether additional, altered or substituted, for which rates cannot be derived from similar items in the contract or from the DSR 2013 data and relevant schedule of rates as mentioned in clause 1.02.35.04, the rate shall be worked out fully on the basis of prevailing market rates (giving due consideration to the analysis of the rate furnished by Contractor with supporting documents). The Contractor immediately after execution of work as mentioned in 1.02.35.01 above shall communicate to the Engineer of KINFRA/PMC/ Architect, the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the Architect shall determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor and forward the same to KINFRA. In case the requirement of labour for such item is available in the relevant DSR 2013 Data book, as the case implies this shall be taken as the basis for working out rate. If this is not available, observed data during actual execution of work will be taken as the basis. An allowance of 15% will be added towards contractor’s overhead profit and establishment charges taken together. The percentage excess or reduction of the contract rate over the estimate rate shall not be applied in this case.

07. While working out the rate analysis for extra item whether derived, substituted, additional, etc. the cost for transportation, transit insurance, all types of taxes and duties, octroi etc. at actual shall be included.

 The Contractor shall make his own arrangement for water and electricity required for the work. The `Owner’ (KINFRA) takes no responsibility for the supply of either electricity or water.

**1.02.37 MOBILISATION ADVANCE**

The successful tenderer after having been offered the contract and having executed the agreement with the owners can avail a mobilization advance not exceeding 10% (Ten percentage) of the contract value against a duly executed Bank Guarantee for a sum equal to 120% (one hundred and twenty percentage) of the advance sought. If so desired, the contractor can take up to six different Bank Guarantee of equal amount, so that the same can be released on pro-rata basis. The validity of the Bank Guarantees should be for period of contract plus 3 months from the date on which the mobilization advance is made and shall be kept valid for the whole of the contact period and extended contract periods till the whole amounts of advance together with interest is recovered.

The advance will carry a simple interest of 1% (one percentage) above the lending rate of SBI and will be recovered together with interest from the progressive part bills of the Contractor on a pro-rata basis. However, the whole of the balance amount together with the balance interest amount will be recovered from the pre-final bill.

* + 1. **INSURANCE**

The successful Contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the "KINFRA" and the Contractor, and the original policy shall be deposited with the "KINFRA" within a week from the date of accepting the work order. The value of the policy should be equivalent to the contract value and the validity of the policy will be up to the certification of completion of work. The policy should cover third party liability also.

This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

**1.02.39 LIST OF DOCUMENTS TO BE ENCLOSED**

.01 The following documents must be enclosed along with the ‘Technical Bid’.

1. Self attested photocopies of all supporting documents and

 certificates with a list of such enclosures.

1. ‘Earnest Money Deposit’ of Rs.50,000/- as DD/ Bank Guarantee in the prescribed proforma from a Scheduled /Nationalized bank valid for a minimum period of validity of tender plus 30 days.
2. ‘Preliminary Agreement’ in the prescribed format duly executed in stamp paper (valued at Rs.100/-) of the Kerala State Government.
3. In official letter pad dully filled and signed forms 1,2,4,5 & 10

.02 The ‘Technical Bid’ with all pages duly signed along with the pre-qualification formats duly filled in either in the space provided or in separate sheets suitably.

.03 ***Under no circumstances shall any sheet be detached from the tender documents.***

Place:

Date:

**SIGNATURE OF THE TENDERER** Managing Director,

Kerala Industrial Infrastructure

Development Corporation,

Thiruvananthapuram.