

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

(A statutory body of Govt of Kerala)

KINFRA HOUSE, TC 31/2312, Sasthamangalam, Thiruvananthapuram -695 010

Tel: 0471-2726585 | **Fax:** 0471-2724773 | **Email:** kinfraannexe@gmail.com | **Web:** www.kinfra.org

E-tender No: KINFRA/GAV/02/2016



**Construction of Compound Wall, Gate and Security Cabin at Global Ayurveda
Village- Phase 1 development works at Thonnakkal, Trivandrum**

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

KINFRA HOUSE, TC NO.31/2312, SASTHAMANGALAM P.O,

THIRUVANANTHAPURAM

E-Government Procurement (e-GP) Doc. No. KINFRA/GAV/02/2016

This tender document is issued to:

Bidder's Name :

Bidder's Address :

Telephone No. :

Facsimile No. :

Bid submission fee for this tender is **Rs 5,000/-** plus VAT @5%.

Tender documents and tender schedule may be downloaded free of cost from the e-GP Web site www.etenders.kerala.gov.in. The bid submission fee of **Rs 5,000/-** plus VAT @5%.shall be remitted through **online payment mechanism for e-procurement system of Govt. of Kerala.**

All bid/ tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website. Technical bid and financial bid shall be submitted in their respective designated online covers with digital signature. The pre-qualification document in the prescribed format shall be downloaded, filled in with relevant details and uploaded to the website in digitally signed pdf format.

Late tenders will not be accepted. The EMD shall be remitted through online payment Mechanism for e-procurement system of Govt. of Kerala www.etenders.kerala.gov.in As per present system RTGS payment will not be accepted by the system and hence EMD should be remitted only through NEFT/online banking through SBT.

Bid submission fee shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala www.etenders.kerala.gov.in, through NEFT/online banking through SBT.

A pre-bid meeting of the individuals/firms, who has downloaded the tender document or wished to participate in the tender, will be held at KINFRA House Annexe, TC No. 9/2585, Elamkom Garden, Vellayambalam, Thiruvananthapuram – 695 010, on **13.06.2016 at 11AM.**

The technical bids shall be submitted online on or before **20.06.2016 at 5 PM** and the same will be opened online at the KINFRA HOUSE Annexe, Elankom Gardens, Vellayambalam, Thiruvananthapuram on **24.06.2016 at 11 AM** by the authorized person in the presence of the Bidders / their representatives who wish to attend at the same at the above address. If the tender (technical bid) opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place. Online Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-. Tenders/ bids received online without the scanned copy of preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the NIT or KINFRA HOUSE Annexe, Elankom Gardens, Vellayambalam, Thiruvananthapuram during working hours (Phone. **0471 - 2727281/282**).

KINFRA will not be responsible for any error, like missing of schedule data, while downloading the documents by the Bidder.

Issued by:

**KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
KINFRA HOUSE, TC NO.31/2312, SASTHAMANGALAM P.O,
THIRUVANANTHAPURAM**

Project Management Consultant:

M/s Habitat Technology Group
Near Mandapam, Poojappura
Thiruvananthapuram - 695021
Ph: **0471 - 2344904**

1.01.00: BID SYNOPSIS

1. E_tender Number : **KINFRA/GAV/02/2016**
2. Name and address of client : Managing Director, KINFRA
KINFRA House, T.C No. 31 /2312
Sasthamangalam PO,
Thiruvananthapuram-695010.
3. Name of project : Construction of Compound Wall, Gate
and Security Cabin at Global Ayurveda
Village- Phase 1 development works at
Thonnakkal, Trivandrum
4. Place of work : Thonnakkal, Thiruvananthapuram
5. Scope of work : Boundary wall, Security Cabin, Gate
way Entry structure, Vehicular Gate,
Pedestrian Gate etc.
6. Probable amount of contract : **Rs. 1,02,62,526.00**
7. Type of tender : Item rate basis
8. Schedule of rates applicable : DSR 2014 with latest cost Index for
Thiruvananthapuram
9. Completion period : **4 months**
10. Bid submission fee : Rs.5000/- plus VAT @ 5 % through
online payment system at
www.etenders.kerala.gov.in.
11. Downloading of Tender Documents: : Tender documents and tender schedule
may be downloaded free of cost from
the e-GP Website
www.etenders.kerala.gov.in
12. Tender documents issuing authority : Managing Director, KINFRA,
KINFRA HOUSE, TC NO.31/2312,
SASTHAMANGALAM
THIRUVANANTHAPURAM
13. Last date and time of receipt of tender : online submission till **20.06.2016 at 5pm**
14. Date and time of tender opening : online opening on **24.06.2016 at 11am**
15. Place, date and time of pre-bid meeting : KINFRA House Annexe, TC No.
9/2585,
Elamkom Garden, Vellayambalam

Thiruvananthapuram – 695 010
On **13.06.2016 at 11 am**

16. Tender receiving authority : Managing Director, KINFRA,
KINFRA HOUSE, TCNO.31/2312,
SASTHAMANGALAM,
THIRUVANANTHAPURAM
17. 1. Earnest Money Deposit : **Rs. 50,000/-** to be remitted through
online : Payment mechanism for e-procurement
system of Govt.ofKerala).
2. Performance Guarantee : The successful bidder, on receipt of the
Letter of intimation / work order, shall be
remitted to KINFRA, an amount of 5% of
the contract value (agreed PAC) as
Performance
Guarantee and the deposit shall be
retained till the expiry of defect liability
period. 50 % of this deposit shall be in
the form of Treasury Fixed Deposit and
the rest in the form of Bank Guarantee
from a Scheduled/ Nationalized bank.
The validity of BG shall be up to the
expiry of defect liability period plus one
month.
- Additional Performance Guarantee: It is
the additional amount to be deposited for
unbalanced price ie, for works quoted
below estimate rate. Additional
performance guarantee is not applicable
for quotes below estimate up to 10%.
Additional performance guarantee will be
required if works quoted between 11% to
25% below estimate rate.
3. Retention percentage from running Bill : Retention money for the work shall be
(Performance Security Deposit) : collected by deduction from the
running/final bill of the contractors
@2.5% of gross amount of each
running and/or final claims till expiry of
defect liability period. Retention money
can be released against BG on its
accumulation of minimum amount of 5
lakhs. Minimum retention amount shall
not be less than 5 lakhs at any time.

This Bank Guarantee has to be valid up to the end of defect liability period plus one month.

18. Bid validity period of : 90 days from the last date of submission tender.
19. Defect liability period : 12 months
20. 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. 82.10 Lakhs**
21. Minimum average annual turnover that the contractor must have during the three preceding financial years 2012-2013, 2013-2014 & 2014-2015 : **Rs. 153.94 Lakhs**
22. Minimum value for the Solvency Certificate : **Rs. 41.05 Lakhs**
23. Mode of Payment : Monthly or as and when value of work exceeds 10%.
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.
25. Contractor should not have incurred loss in the last three financial years statement 13, ready, : Audited balance sheet and P&L of last three years to be submitted (2012-2013-14 & 2014-15). In cases,if audited statement for the year 2013-14, is not a certified statement given by Chartered Accountant should be submitted.

1.02.00 e-Government Procurement (e-GP) – Notice Inviting Tender

E_tender No.: KINFRA/GAV/02/2016

Name of work: Construction of Compound Wall, Gate and Security Cabin at Global Ayurveda Village- Phase 1 development works at Thonnakkal, Trivandrum

1.02.01 Kerala Industrial Infrastructure Development Corporation (KINFRA) invites **Item rate tenders** in two-cover system (Technical & Price bid) in the prescribed format from registered, experienced, technically & financially competent contractors for executing the following work of KINFRA Global Ayurveda Village at Thonnakkal in Trivandrum District.

Name of the work	PAC (Rs.)	EMD (Rs.)	Period of completion	Bid submission fee (Rs.)
Construction of Compound Wall, Gate and Security Cabin at Global Ayurveda Village- Phase 1 development works at Thonnakkal, Trivandrum	1,02,62,526/-	Rs. 50,000/- to be remitted through online payment	4 Months	Rs. 5,000/- plus VAT @ 5% (shall be remitted through online payment system)

1.02.02.The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be remitted through online payment mechanism for e-procurement system of Govt. of Kerala. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances. However **signed copies of documentary evidences as the proof of eligibility criteria shall be submitted to KINFRA in hard copies also.**

The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, KINFRA shall not be responsible for any kind of such issues faced by bidder. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted as per KINFRA rules in force. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.

Tender duly signed using bidder's valid Digital Signature Certificate shall be submitted online on e-GP website www.etenders.kerala.gov.in on or before **20.06.2016 at 5 pm**. The bids will be opened online at the office of the KINFRA HOUSE Annexe, Elankom Gardens, Vellayambalam, Thiruvananthapuram, on **24.16.2016 at 11 am** in the presence of those bidders or their authorised agents who wish to be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be published on e-GP website. The bidders shall check the e-GP website regularly for such updates.

The bid submission fee for Rs.5000/- plus VAT @ 5% should be remitted through online payment mechanism for e-procurement system of Govt. of Kerala. The bid submission fee is not refundable under any circumstances.

The scanned copy of following documents, duly signed, shall be submitted along with the online bid in cover specified:

1. Preliminary Agreement on a Rs. 200/- stamp paper. Stamp paper charges to be borne by the bidder himself.
2. The relevant documents that shows the pre-qualification of the bidder.
3. Audited Balance sheet and PL account for the last three financial years 2012-13, 2013-14 & 2014-15.

Further details and clarifications can be had from the Consultants M/s Habitat Technology Group Ph:0471-2344904 or from the office of General Manager (Projects), KINFRA, Ph- 0471 2727281 / 282.

A **pre-bid meeting** of the individuals/firms who has downloaded the tender document or wished to participate in the tender, will be held at KINFRA House Annexe, TC No. 9/2585, Elankom Garden, Vellayambalam, Thiruvananthapuram – 695 010, on **13.06.2016 at 11am**.

The time and date of opening of Price Bid (online envelope – 2) of the tender shall be intimated only to the 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. 82.10 lakhs** in a single contract during the last three financial years 2012-13, 2013-14 and 2014-15.
- 2) The bidder should have a minimum average Annual turnover of **Rs. 153.94 Lakhs** during the three preceding financial years 2012-13, 2013-14 and 2014-15.
- 3) Tenderer 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.
- 4) The bidder should possess the latest Solvency Certificate from a nationalized / scheduled bank for an amount of not less than **Rs.41.05 Lakhs**.

- 5) The bidder should not have incurred any loss during the last three financial years ending on 31st March 2015.
- 6) The requisite certificate of experience to be signed by Client/ Govt. officer..
- 7) The applicant should have an in house professional Team including experience 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.
- 8) 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.
- 9) All amendment(s)/ corrigendum(s) shall be published on the e-GP website and bidders are advised to check the website regularly for the same. The department shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.
- 10) The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form / Annexures of this tender.

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 consultant do not satisfy the above requirements will not be considered.

1.02.04 KINFRA shall have no responsibility for any errors in downloading the document or due to erroneous online submission. 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 would like to take part in the tender, will be held at KINFRA Annexe, Vellayambalam on **13.06.2016 at 11 am**. The minutes of the meeting shall form part of the tender.

1.02.06 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 (hereinafter 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 of the tender has been intimated to him, the tenderer shall make a 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 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 prices in the schedule of quantities in both figures and words clearly. The overall rate accepted and specified in the price bid shall not be varied on any account whatsoever. The rate 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.

1.02.10 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit amounting to **Rs.50,000/-** (Rupees Fifty Thousand Only) to be remitted online through e-GP site by the bidder.

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 validity 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 period of validity specified.
- 2) If the successful bidder fails within the time limit to sign the contract agreement or fails to furnish the required security deposit.

1.02.11 PERFORMANCE GUARANTEE

- i. The successful bidder on receipt of the letter of intimation/ work order will deposit an amount equal to 5% of the work order value as Performance Guarantee. At least 50% of the performance guarantee will 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. The EMD furnished by him shall be refunded on execution of the agreement.
- ii. The validity of the Performance Guarantee shall be up to the period of defect liability period of work with an additional claim period of three months.
- iii. The performance Guarantee will be retained for rectifying the defects if any, in the work so executed within the defect liability period of 12 months or as specified after the virtual completion of work, unless such defects are rectified by the Contractor himself.
- iv. In case, if any defects are remaining to be rectified even after the defect liability period, the balance deposit 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.
- v. In case, the Contractor is not attending to the defects during the defect liability period, these works will be undertaken by KINFRA after the defect liability period of the contract. These works will be taken only after issuing a notice to the Contractor and the cost thereof will be deducted from this retained amount and the balance if any, will be returned to the Contractor.
- vi. Additional Performance Guarantee: It is the additional amount to be deposited for unbalanced price i.e., for works quoted below estimate rate. Additional performance guarantee is not applicable for quotes below estimate up to 10%. Additional performance guarantee will be required if works quoted between 11% to 25% below estimate rate. If the rate quoted by the contractor is x% below estimate cost (where x lies above 10% and upto 25%) the performance guarantee for an

amount equal to (x-10)% of the estimate amount shall be obtained from the contractor.

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 (PERFORMANCE SECURITY DEPOSIT)

- 0.01 In addition to Performance Guarantee, retention Money at the rate of 2.5 % of the value of work done as per running bills shall be deducted from each running bill/final bill. This amount of money will be withheld for rectifying the defects if any, in the work so executed within the defect liability period of 12 months or as specified after the virtual completion of work, unless such defects are rectified by the Contractor himself.
- 0.02 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.
- 0.03 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.
- 0.04 In case, the Contractor is not attending to the defects in the defect liability period, these works will be undertaken by PMC/KINFRA after issuing a notice to the Contractor and the cost thereof will be deducted from the retention money and the balance if any 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.

All the deposits of EMD, SECURITY DEPOSIT and RETENTION MONEY will not bear any interest whatsoever.

1.02.16 PERIOD OF VALIDITY OF TENDER

Tender shall remain valid for acceptance for a period of 90 days from 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 Consultant, M/s Habitat Technology Group, Near Mandapam, Poojappura, Thiruvananthapuram 695021 Ph: 0471 – 2344904 or from General Manager (Projects), KINFRA, Ph- 0471 2727281 / 282.

1.02.18 QUANTUM OF WORK

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Consultants/"KINFRA" 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 Consultants/"KINFRA" 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 Consultants 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 the 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 the Government of Kerala from time to time.

The contract amount being inclusive of Service TAX at the prevailing rate (presently @ 14.5%), 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. The rates and percentage 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.

1.02.20 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 Consultant /KINFRA 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 quoted.

1.02.23 The work shall be carried out under the direction and supervision of the Consultant/"KINFRA" 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 Consultant's/"KINFRA's 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 Consultant/"KINFRA" 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 actual date of completion) will have to be rectified by the Contractor at their own cost and in case the Contractor does not rectify the defects, Architect/"KINFRA" 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.

1.02.28 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 **Four months** and on the basis of Clause 1.05.28.02. Commencement of the work shall be considered from the date of starting of work. 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 within 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.

1.02.33 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 Consultant and Client.

1.02.34 PAYMENT TERMS

.01 The Contractor or his representative shall accompany the Consultant/ "KINFRA" or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the Contractor. The Contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of the Consultant. If the Contractor fails to accompany the Consultant / "KINFRA" representatives for measurements, then he shall be bound by the

measurements taken by the Consultant/ "KINFRA" or their representative.

- .02 The Contractor shall raise bills once a month or for a minimum value of work executed amounting to 25 Lakhs as per the contract.
- .03 Payments towards all interim bills will be made by the "KINFRA" within a period of 30 days on submission of the same by the Contractor.
- .04 Period of final measurement shall be within two months from the date of completion of the project.
- .05 Contractor shall submit progress report of the work along with each RA bills.

1.02.35 EXTRA ITEMS

- 01. 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 Consultants / "KINFRA" 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 Consultants / KINFRA shall be carried out by the Contractor. No such variation will violate the contract. Change records shall be used to regulate extra items.
- 02. Extra items of work thus carried out by the Contractor will be paid at the rates worked out by the Consultants / KINFRA in the following manner.
- 03. 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.
- 04. 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 – DSR 2014 with cost Index 1.4667 Thiruvananthapuram
- 05. In the case of extra items, whether additional altered or substituted, for which similar items do not exist in the contract but exist in the standard data book of the Central Public Works Department Delhi, the applicable rates shall be arrived at on the basis of provisions of the said standard data book and schedule of rates DSR 2014, of adding 15% towards overheads, profits and establishment charges and applying the Contractors quoted percentage above or below.

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

As regards the first part involving items in the and relevant DSR 2014 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.

06. 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 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/ Consultant, the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the consultants 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 DSR 2014 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.

1.02.36 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.

1.02.37 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.

1.02.38 LIST OF DOCUMENTS TO BE ENCLOSED

- .01 The following documents must be enclosed along with the 'Technical Bid'.
 - a) Self-attested photocopies of all supporting documents and certificates with a list of such enclosures.
 - b) 'Earnest Money Deposit' of **Rs. 50,000/-** as online through e-GP site.
 - c) 'Preliminary Agreement' in the prescribed format duly executed in stamp paper (valued at Rs.200/-) of the Kerala State Government.
 - d) 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.***

1.02.39 SITE ORDER BOOK

A site order book must be maintained and always be available at site to record the instruction given by the KINFRA/ Consultant or their representative. The contractor must see that the instructions noted there in are properly carried out.

Managing Director,
Kerala Industrial Infrastructure
Development Corporation,
Thiruvananthapuram.

PAYMENT FOR EARNEST MONEY DEPOSIT (EMD) & BID SUBMISSION FEE / COST OF TENDER FORMS Ref: GO (MS) No.11/2013/PWD dtd.10/4/13.)

Government of Kerala vide order GO(P)No.15/13/Fin dtd.7/1/2013 has authorized State Bank of Travancore (SBT) as the banker and on line service provider for e-tendering process. A bidder desirous of taking part in a bid shall log in to the Kerala e-tender site www.etenders.kerala.gov.in. Select the required tender and initiate payment. It will be directed to the payment gate way of State Bank of Travancore where there are two options.

- (a) State bank of Travancore's (SBT) Internet banking:- A bidder shall make online payment using his/her internet banking enabled account with State Bank of Travancore.
- (b) Transfer through State Bank of Travancore's NEFT payment Gate way. When bidders select NEFT payment gateway a prefilled chellan will be made available on line by State Bank of Travancore based on the parameter given by e-procurement system, which the bidder may take print out. With this chellan, bidder will have two options.
 - (I) To make on line NEFT payment using internet banking of the bank in which bidder holds his account by adding account number in the chellan as an inter beneficiary.
 - (ii) It will be clearly mentioned in the chellan that payment mode will be through NEFT only. The other interbank remittance chellan are not available for e tender process.

INSTRUCTIONS TO THE BIDDER FOR ONLINE SUBMISSION

1. Only those bidders having a valid and active registration on the date of bid submission, shall submit bids online on the e-GP website only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
2. The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be submitted along with the online bid.
3. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.
4. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form / Annexures of this tender.
5. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
6. Tender duly signed using bidder's valid Digital Signature Certificate shall be submitted online on e-GP website www.etenders.kerala.gov.in on or before **20.06.2016 at 5pm**. The bids will be opened online at the office of the General Manager (Projects), KINFRA on **24.06.2016 at 11 am** in the presence of those bidders or their authorised agents who wish to be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be published on e-GP website. The bidders shall check the e-GP website regularly for such updates.
7. Bid Submission fee/Cost of tender form shall be furnished through on line banking system of e-GP website www.etenders.kerala.gov.in
8. The amount of EMD prescribed above as per GO(MS)60/12/PWD dtd.20/9/12 shall also be furnished through on line banking system of e-GP website www.etenders.kerala.gov.in.
9. All amendment(s)/ corrigendum(s) shall be published on the e-GP website and bidders are advised to check the website regularly for the same. The department shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.
10. The e-payment forms as per G.O (P) No.06/2012/PWD dated 10/01/2012 should be submitted along with the tender.
