

**KINFRA FILM & VIDEO PARK, PARK CENTRE, SAINIK
SCHOOL P.O, KAZHAKUTTOM,
THIRUVANANTHAPURAM**

Tender No: KFVP/Roadwork/Tender/82/2014-15

**PREQUALIFICATION BID & TECHNICAL BID FOR RE SURFACING
OF ROAD IN KINFRA FILM AND VIDEO PARK, KAZHAKOOTTAM,
THIRUVANANTHAPURAM.**

**CONSULTANT /ARCHITECT
M/s. MURALEE & ASSOCIATES
Consulting Architects & Engineers
15/204, USRA-9, Udarashiromani Road
Vellayambalam, Thiruvananthapuram– 695010**

**TENDER DOCUMENT FOR RESURFACING OF ROAD IN KINFRA
FILM AND VIDEO PARK, KAZHAKOOTTAM,
THIRUVANATHAPURAM.**

Tender No: KFVP/Roadwork/Tender/82/2014-15

Probable amount of contract : **Rs. 96,19,345/-**

E.M.D : **Rs. 2,40,500/-** (Remitted online
machinery E procurement system
Govt. of Kerala)

Security Deposit : **Rs. 2 Lakh** in the form of Bank
Guarantee from a Nationalized/
Scheduled Bank

Retention Amount : **10% of the executed amount** from
each work bill.

Time of completion : **2 months**

**KINFRA FILM & VIDEO PARK, PARK CENTRE, SAINIK SCHOOL P.O,
KAZHAKUTTOM, THIRUVANATHAPURAM.**

**E- Government Procurement (e-GP)
Tender No: KFVP/Roadwork/Tender/82/2014-15**

Bidder's Name :

Bidder's Address :

Telephone No. :

Facsimile No. :

E-mail :

Bid submission Fee for this tender is Rs. 14,500/- plus Rs. 725/- VAT totaling to Rs. 15225/-

Tender documents and tender schedule may be downloaded free of cost from the e-GP Web site www.etenders.kerala.gov.in. A bid submission fee of Rs. 14,500/- plus Rs. 725/- VAT totaling to Rs. 15225/- 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 on the e-GP website. Technical bid and financial bid shall be submitted in their respective designated online 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 only 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 State Bank of Travancore.

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 State Bank of Travancore.

The changes applying time to time in the e- Procurement system of Govt. of Kerala, have to be updated and incorporated by the bidders. No addendum will be published for such changes.

The technical bids shall be opened online at **KINFRA House Annex, T.C.9/2585, Elamkom Garden, Vellayambalam, Trivandrum** at **11am on 29.09.2014** by the authorised 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 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.100/-. Tenders/ bids received online without the scanned copy of preliminary agreement will not be considered and shall be summarily rejected.

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 18/09/2014 at 11.00 AM**

Further details and clarifications can be had from the office of Managing Director , KINFRA Film & Video Park, Park Centre, Sainik School P.O, Kazhakuttom, Thiruvananthapuram, Ph. **0471-2418599/2726698** or from the office of Architect M/s. Muralee & Associates, Vellayambalam, Trivandrum, **Ph. 0471- 2720201/2720301/ 2720401.**

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

Issued by:

Managing Director
KINFRA Film & Video Park,
Park Centre, Sainik School P.O,
Kazhakuttom, Thiruvananthapuram,
Phone : 0471 - 2418599/2412169.
Fax : 0471 - 2417832

Architect:

M/s Muralee and Associates
Architects & Engineers
15/204, USRA-9, Udarashiromani Road,
Vellayambalam, Trivandrum - 695 010
Phone: 0471 - 2720201/ 2720301/ 2720401
Fax : 2720501

BID SYNOPSIS

1	Tender No.	KFVP/Roadwork/Tender/82/2014-15
2	Name & Address of Client	KINFRA, Sasthamangalam, Trivandrum. Ph: 0471-2726998. KINFRA Film & Video Park, Park Centre, Sainik School P.O, Kazhakuttom, Thiruvananthapuram, Ph: 0471-2418599
3	Name of Project	Resurfacing of road in Kinfra Film and video Park, Kazhakuttam, Thiruvananthapuram.
4	Place of work	KF&VP, Kazhakuttam, Thiruvananthapuram.
5	Scope of work	Resurfacing of road in Kinfra Film and video Park, Kazhakuttam, Thiruvananthapuram.
6	Probable amount of contract	Rs. 96,19,345/-
7	Type of tender	Percentage rate tender
8	Schedule of rates applicable	CPWD data DSR 2013 (Civil, MORTH) with cost index 1.38% for Thiruvananthapuram.
9	Completion period	2 Calendar Months
10	Bid submission Fee	Rs. 14,500/- plus Rs. 725/- VAT totaling to Rs. 15225/- Bid submission fee 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 document issuing authority	Managing Director, KF&VP.
13	Pre Bid meeting	18/09/2014 at KINFRA Annexe, Vellayambalam at 11.00 AM
14	Last date of receipt of tender	Online submission till 5 PM on 24.09.2014
15	Date & Time of Pre-Qualification Bid opening	Online opening at 10 AM on 29.09.2014
16	Tender receiving authority	Managing Director, KINFRA Film & Video Park, Park Centre, Sainik School P.O, Kazhakuttom, Thiruvananthapuram,

16 a	Earnest Money Deposit	Rs. 2,40,500/- (remitted through online payment mechanism for e-procurement system of Govt. of Kerala
b	Security Deposit	Rs. 2 Lakhs in the form of Bank Guarantee from a Nationalized/Scheduled Bank. 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)
c	Retention Amount	10% of the executed amount from each work bill.
17	Bid Validity period	90 days
18	Defect Liability Period	12 Months from the date of virtual completion of the work
19	Minimum value of similar work required to be executed by the contractor during the last 3 years in a single contract as prime Contract.	Rs 76.96 lakhs
20	Minimum average annual turnover required to be attained by the contractor during the three preceding financial years. 2011-12, 2012-13 & 2013-14	Rs 144.30 lakhs
21	Minimum Value for the Solvency Certificate	Rs 38.48 lakhs
22	Contractor should not have incurred any loss in the last three financial Years (2011-12, 2012-13,& 2013-14)	Audited balance sheet and P&L statement of last three years to be submitted (2011-12, 2012-13 & 2013-14). In cases where audited statement for the year 2013-14, is not ready, a certified statement given by Chartered Accountant should be submitted.
23	Running interim Bills	Monthly or as and when value of work exceeds Rs. 25.00 lakhs

PROJECT SYNOPSIS

- 1.0 Client : KINFRA Film & Video Park, Park Centre,
Sainik School P.O, Kazhakuttom,
Thiruvananthapuram
- 2.0 Architects : M/s Muralee and Associates
Architects & Engineers
15/204, USRA-9, Udarashiromani Road,
Vellayambalam, Trivandrum - 695 010
Phone: 0471 - 2720201/ 2720301/ 2720401
- 3.0 Location : KINFRA Film & Video Park, Sainik School P.O
Kazhakuttom, Thiruvananthapuram
- 4.0 Nearest Railway station : Thiruvananthapuram,
- 5.0 Nearest Airport : Thiruvananthapuram,
- 6.0 Accessibility : Site is accessible by road

1. PRE-QUALIFICATION BID

**PRE QUALIFICATION OF CONTRACTORS FOR RESURFACING OF
ROAD IN KINFRA FILM AND VEDIO PARK (KF & VP),
KAZHAKOOTTAM, THIRUVANATHAPURAM.**

A.

1. NAME OF CONTRACTOR :
FIRM /COMPANY

2. PERMANENT ADDRESS
OF THE CONTRACTOR :

3. PRESENT POSTAL ADDRESS
OF THE CONTRACTOR :

4. TELEPHONE NUMBERS
Off :
Res. :
Mobile :

5. TELEX / FAX :

6. Email Id :

B. DETAILS OF THE CONTRACTOR:

1. PROPRIETORY FIRM :

2. PARTNERSHIP FIRM
COMPANY :

3. PRIVATE LTD COMPANY :

4. PUBLIC LTD.COMPANY :

5. DETAILS OF PROPRIETOR.
PARTNERS/DIRECTORS
(AS THE CASE MAY BE) :

6. DATE OF REGISTRATION OF
FIRM/COMPANY :

NB:-Attach copies of registration of firm/company/with details of proprietor/directors

SIGNATURE OF BIDDER

C. DETAILS OF EXPERIENCE

DETAILS OF ONE SIMILAR WORK COMPLETED SATISFACTORILY BY THE CONTRACTOR AS PRIME CONTRACTOR IN A GOVT. /QUASSI GOVT./ REPUTABLE PRIVATE FIRMS DURING THE LAST THREE (3) YEARS NOT LESS THAN Rs. 76.96 LAKHS IN VALUE.						
Sl. No	Full particulars of work carried out by the Bidder	Value of contract	Completion time as stated in Tender (Months)	Actual completion time (months) with date of commencement of work.	Year of completion	Name & postal address of client with Telex/Telephone No. Email-Id

(Attach certified copies of work order and satisfactory completion certificate in respect of value, quality, time and satisfaction of client from the competent Authorities as documentary proof.)

SIGNATURE OF BIDDER.

D. CONCURRENT COMMITMENTS

DETAILS OF THE SIMILAR WORK BEING DONE BY THE CONTRACTOR AS PRIME CONTRACTOR CURRENTLY.								
Sl. No	Full postal address of client & Name of Officer- in-Charge with telex/telephone No. Email. Id	Description of the work.	Value of contract	Date of commencement of work.	Scheduled completion period (months)	Percentage completion as on date	Expected date of completion	Remarks If any.

(Attach certified copies of work order in respect of quality, time and satisfaction of client from the competent Authorities as documentary proof.)

SIGNATURE OF BIDDER.

E. DETAILS OF FINANCIAL STABILITY

The Average Annual Turn Over of the Contractor / Firm for the last three years (The average annual turnover of the bidder shall not be less than **Rs.144.30 Lakhs** during the last three preceding years 2011-12, 2012-13 and 2013-14). (Attach copies of audited balance sheet). In cases where audited statement for the year 2013-14, is not ready, a certified statement given by Chartered Accountant should be submitted.

1.

Sl.No.	Year	Turn Over
1	2014-2013	
2	2013-2012	
3	2012-2011	

2. Name and Address of the Bankers of the bidder

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3. DETAILS OF SOLVENCY CERTIFICATE. (The contractor should possess latest solvency certificate issued from Nationalized/Scheduled Bank for an amount not less than **Rs 38.48 lakhs**, the solvency should maintain up to the end of the contract period (Attach valid certificate from the Nationalized Bank/Scheduled Bank))

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SIGNATURE OF BIDDER

F. DETAILS OF PLANT AND MACHINERY

(Plant and Machinery intended for the project)

Sl. No	Machinery	Numbers	Remarks

(attach additional sheet, if required)

Note: Attach technical details of machinery listed and its present location. The Purchaser will insist for utilising the services of the plant and machinery enumerated above for this work.

SIGNATURE OF BIDDER

G. DETAILS OF STAFF AVAILABLE FOR THE PROPOSED WORK

Sl. No.	Staffs	Experience in years	No. of persons
1	Project Manager (Civil Engineering Graduates)		
2.	Site Engineers (Civil Engineering Graduates)		
3.	Site Supervisors (Diploma holders in Electrical /Civil Engineering)		
4.	Others		

Note: 1. KF&VP/PMC may insist to engage the listed number of staff with the above specified qualifications and experience.

2. Attach a Project Organisation Chart for the home, branch and field offices of the bidder.

3. Attach resumes of all key technical personnel for this project.

I /We here by certify that the details given above are correct to the best of my /our knowledge. I / We have no objection for KINFRA Film and video Park (KF&VP), Kazhakuttam in contacting our clients/ Bankers for reference.

Place:

Date:

Signature:

Name:

Designation:

SIGNATURE OF BIDDER

DATA SHEET

(Relied for Qualification for Similar works)

1	Name and address of client with phone number and email id	
2	Name of the project for which the work was carried out	
3	No. and date of work order	
4	Contract value	
5	Actual value of work	
6	Time of completion as per agreement	
7	Actual date of completion	
8	Details of scheme component wise	
9	Details of certificates of satisfactory completion from the client attached	

Note :(1) Attach (a) Copies of work order and (b) Certificate of satisfactory completion from client without which the data sheet will not be evaluated and the tender will be treated as non-responsive and will be summarily rejected.

(2) Attach additional sheets if required

SIGNATURE OF BIDDER

2. NOTICE INVITING TENDER

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

(Tender No: KFVP/Roadwork/Tender/82/2014-15)

2.01 KINFRA Film and video Park, invites online percentage rate tenders in **TWO COVER SYSTEM (Technical Bid and Price Bid)** in the prescribed form from reputed, competent, experienced and technically & financially sound civil contractor who fulfill the eligibility criteria prescribed in Clause 2.03.

Tender No: KFVP/Roadwork/Tender/82/2014-15

Name of work	Probable amount of contract	Earnest money deposit	Period of completion	Bid submission fee (Non-refundable)
Resurfacing of road in Kinfra Film and video Park, Kazhakuttam, Thiruvananthapuram.	Rs. 96,19,345	Rs. 2,40,500/- Remitted through online payment	2 months	Rs.15,200/- Bid submission fee shall be remitted through online payment system

2.02 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 above 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, 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 **KF&VP** 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, **KF&VP** 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 **KF&VP** 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 Forms/ 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 **5 PM on 24.09.2014** The bids will be opened online at the office of the **KINFRA House Annex, T.C.9/2585, Elamkom Garden, Vellayambalam, Trivandrum** at **11am on 29.09.2014** in the presence of stakeholders, 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. 14,500/- plus Rs. 725/- VAT totaling to Rs. 15225/- 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. 100/- 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 P&L account for the last three financial years, 2011-12, 2012-13 & 2013-14. In cases where audited statement for the year 2013-14, is not ready, a certified statement given by Chartered Accountant should be submitted.

Further details and clarifications can be had from the office, The Managing Director, KINFRA FILM & VIDEO PARK, Kazhakuttom, Thiruvananthapuram Ph. 0471 - 2418599/2412169 or from the office of Architect M/s Muralee and Associates, Trivandrum - Phone Nos. 0471-2720201/2720301/2720401.

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.

2.03 ELIGIBILITY CRITERIA

- 1 The bidder, on their own as prime contractor should have satisfactorily completed at least one similar work of contract value not less than **Rs. 76.96 lakhs** within the last three years in a single contract as prime contractor.
- 2 The average annual turnover of the bidder should not be less than **Rs.144.30 lakhs** during the three preceding financial years, 2011-12, 2012-13 & 2013-14.
- 3 The bidder should possess the latest valid Solvency Certificate from a Nationalized /Scheduled bank for an amount not less than **Rs. 38.48 lakhs**.
- 4 The bidder should not have incurred any loss in the last three financial years, 2011-12, 2012-13 & 2013-14.
- 5 Willing tenderers must attach the details, as specified in page **10 to 16**, such as particulars of financial and technical resources, audited balance sheet for last three years, valid solvency certificate for an amount of **Rs. 38.48 lakhs**, list of similar works executed along with satisfactory completion certificate etc.
- 6 Joint ventures and consortiums formed for the purpose of bidding are not eligible to quote for the tender.
- 7 The tenderer should have sufficient equipment and capability to undertake the construction and commissioning of the work.
- 8 Evaluation of qualification will be strictly based on the details furnished in the format provided in the tender. Copies of testimonials and other documentary evidence must be submitted along with the technical bid 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

2.04 KF&VP shall have no responsibility for any errors in downloading the document or due to erroneous online submission. KF&VP, Kazhakuttam reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

- 2.05.01 After 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.
- .02 Subject to the KF&VP's right to accept any tender and reject any or all tenders, the 'KF&VP' 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.
- .03 Prior to the expiry of the period of validity of the tender 'KF&VP' will notify the successful bidder in writing that his tender has been accepted. This letter (herein after referred as letter of acceptance) shall name the sum, which 'KF&VP' 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). This letter of acceptance will constitute the formation of a contract.
- .04 Before commencing the work and within a week from the date of receipt of the letter of acceptance, the bidder shall make a Security Deposit as given in **clause 2.10** of this notice 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".
- .05 If the bidder fails to execute the Agreement as stated above within the specified period, his Earnest Money Deposit shall be forfeited to the KF&VP and fresh tenders called for or tender of the next lowest bidder will be considered. If as a result of such measures due to the default of the bidder to pay the required deposit, execute the agreement or take possession of the work site, any loss to KF&VP results, the same will be recovered from the bidder by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.
- 2.06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected.
- 2.07 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the marked position of BOQ only. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever. **The rate thus quoted will be deemed to include the cost of all fuel, power, all leads and lifts, taxes, duties, levies, royalties, all over heads, contingencies, profits, service tax etc. and the quoted price is all inclusive.**

2.08 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm/ Company 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 partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. If it is made by a limited Company, it shall be signed by a director of the company who shall sign his own name and give the name and address of all directors of the company and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Articles of association' and 'Memorandum of Association' shall also be submitted along with the tender.

2.09 Earnest Money Deposit (EMD):

- .01 Earnest Money Deposit is **Rs.2,40,500/- (Rupees Two Lakhs Fourty Thousand Five Hundred only)** and the same shall be remitted online through e-GP site.
- .02 EMD of the unsuccessful tenders will be refunded without any interest on finalisation of the contract with the successful Bidder or on the expiry of the validity period of tender plus 30 days whichever is earlier.
- .03 EMD deposited with the KF&VP will be forfeited /encashed in the following circumstances:
 - i) If a bidder withdraws his bid during the period of validity specified.
 - ii) If the successful bidder fails within the time limit to sign the contract agreement or fails to furnish the required security deposit.

2.10 SECURITY DEPOSIT

- .01 The successful bidder on receipt of the letter of acceptance/ work order will deposit an amount equal to **5% of the quoted amount limited to 2 Lakhs as Security deposit** in the form of a Demand Draft or Bank Guarantee from a Scheduled / Nationalized Bank and execute the contract agreement within seven days from the date of receipt of the letter of acceptance. The EMD furnished by him shall be refunded on execution of the agreement and depositing the security deposit.
- .02 The validity of the Bank Guarantee for security deposit 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.

- .03 The Security Deposit will be refunded to the Contractor on virtual completion of the work as certified by the Project Management Consultant or as decided by KINFRA.

(The deposits of E.M.D. and SECURITY DEPOSIT will not bear any interest whatsoever)

2.11 RETENTION AMOUNT

- .01 Retention money at the rate of 10% of the value of work done as per the running bill shall be deducted from each running 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.
- .02 On request from the Contractor, after virtual completion of the work, 50% of the total retention money shall be refunded against the Bank Guarantee of equivalent amount from a Schedule / Nationalized Bank having validity up to three months after the defect liability period. The retention money shall be refunded on satisfactory completion of the defect liability period as certified by the Project Management Consultant or as decided by KINFRA.
- .04 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.
05. 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.

2.12 Income-tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

2.13.01 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.

- .02 The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

2.14 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 /KVAT shall be at the prevailing rates, and shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent part bills/ final bill.

2.15 **PERIOD OF VALIDITY**

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

2.16 **INSPECTION OF SITE**

Every bidder is advised 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 go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Architect/PMC.

2.17 **QUANTUM OF WORK**

- .01 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Architect/KF&VP 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 or additions at the discretion of the Architect/PMC/KF&VP without affecting the terms of the contract.
- .02 The 'KF&VP'/Architect/PMC reserve the right to increase or decrease the quantum of work at site without assigning any reason.
- .03 Variations in the quantities put to tender shall 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 account. The contractor shall carry out all works as directed by the Architect / PMC at the same agreed rates.

2.18 ALL INCLUSIVE RATES

- .01 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 from time to time.
- .02 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 'KF&VP'.

2.19 INTERPRETING SPECIFICATIONS

- .01 In interpreting the specifications, the following order of decreasing importance shall be followed:
 - i. Specification mentioned in Schedule of Quantities as per MoRTH & CPWD data and DSR 2013,
 - ii. Technical Specifications,
 - iii. Special Conditions of Contract,
 - iv. General Conditions of Contract,
 - v. Drawings.
 - .02 Matters not covered by the specifications given in the contract shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the 'KF&VP' shall be final.
- 2.20 No alterations shall be made by the bidder in the Notice Inviting Tender, Instructions to the contractors, Contract form, conditions of the contract, special conditions, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.
- 2.21.01 The acceptance of a tender rests with the Authorised Representative of the 'KF&VP' who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.
- .02 The authorised representative of the 'KF&VP' reserves the right of accepting the whole or any part of the tenders received and the bidder shall be bound to perform the same at the rates quoted.

2.22 The work shall be carried out under the direction and supervision of the Architect/PMC/'KF&VP' or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

2.23 The Architect's/PMC's/'KF&VP'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.

2.24 **SUB-LETTING**

No part of the contract shall be sublet without the written permission of the Architect/PMC/'KF&VP' nor shall transfers be made by the Power of Attorney authorising others to carry out the work or receive payment on behalf of the bidder.

2.25 **DEFECTS LIABILITY PERIOD**

Any defect developed within the 'Defect Liability Period' of **Twelve months from the date of completion of the work** will have to be rectified by the contractor at their own cost. In case the defects are not rectified by the contractor, PMC/ "KF&VP" or their representative shall get the work done at the risk and cost of the contractor.

2.26 **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.

2.27 **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.

2.28 OCCUPATION IN PART

If the 'KF&VP' wants to take over part of the work, the contractor shall complete the work of these areas and hand over the same to the 'KF&VP' without affecting any of the clauses of contract agreement.

2.29 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.

2.30 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.

2.31 PERIOD OF COMPLETION:

- a. Time is the essence of this contract. The **completion period shall be 2 months**. Commencement of the work shall be considered from the 10th day of date of work order or the seven days from the date of receipt of work order, whichever is earlier. The contractor shall draw a detailed schedule of programme within one week of date of receipt of work order and submit to the 'KF&VP' or his authorised representative. The Contractor shall also submit within 2 weeks from the date of receipt of work order, a detailed **schedule of programme in MS Spread sheet** for the execution of the work and a programme for procurement of material and deployment of labour to the Architect / KF&VP for their approval.
- b. **MILESTONES:** The contractor shall adhere to the milestone stipulated here under :

Milestone	Description of work	Period of completion (from the official date of commencement of work)
1	Supply and stacking of materials for measurements, statutory reporting and completions of resurfacing of road for a length of 1 KM.	30 days
2	Completion of works including all finishing works	30 days

2.32 PENALTY FOR DELAY:

a. Penalty for delay in achieving milestones:

Milestone penalty of **Rs 25,000/-** per week of delay will be levied as penalty to be paid by the Contractor to KF&VP.

If the contractor fails to achieve any of the milestones as per the clause **2.31 (b)**, the owner shall deduct sum of Rs. 25,000/- as milestone penalty per week of delay, which will be withheld from his subsequent bills. The weekly recovery of milestone will be continued up to the period when the Contractor achieves this particular milestone. Refund of the recovered penalty will be governed by clause as under.

The milestone penalty will be refunded, if the Contractor achieves this particular milestone in any of the period of subsequent milestones, provided that the particular subsequent milestones are also achieved in time. Once all the milestones are completed, the entire milestone penalty retained will be refunded to the Contractor. However, if the contract is terminated due to the default on the part of the Contractor in completing the work within the specified period or such extended period, the milestone penalty recovered shall be forfeited.

b. 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 KF&VP as penalty an amount equivalent to **0.5 % (point five percentage) of the value of unfinished portion of the work for every week of delay subject to a maximum of 10% (ten percentage) of contract value of the work.** Such amounts may be deducted by the KF&VP from any money due or that may become due to the contractor.

This amount of penalty so levied on the Contractor will not be refunded, unless and otherwise the Project Implementation Committee so decides.

The total penalty for not achieving milestones as applicable till the date of completion of work or within any extended time allowed as specified in respective clause as well as the penalty for delay in completion of work shall not exceed 10% of the total contract value at any point of time.

2.33 **CONTRACTOR'S STORE AND SITE OFFICE**

Suitable area in the site of work shall be allowed to the contractor free of cost for constructing company structures for storing his tools and plants, materials, site office and cement go down. The structure 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 however will have to dismantle the sheds and vacate the land and clear all debris, etc. at his own expense after completion of the project. **Labour accommodation will not be allowed at the site/'KF&VP' Premises.**

2.34 **MEASUREMENT AND BILLING**

- .01 Wherever mode of measurement is not specified, the measurement will be taken at site as per the latest BIS code of practice for measurement. Measurement of work shall be jointly taken by the Engineers of the PMC and the KF&VP.
- .02 The contractor or his representative shall accompany the PMC/'KF&VP' or their representative while 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 PMC shall then prepare the bill based upon the agreed and recorded measurements. If the contractor fails to accompany the representatives of the PMC/'KF&VP' for measurements, then he shall be bound by the measurements taken by the PMC/'KF&VP' or their representative.
- .03 If required, the contractor can claim a part bill after the supply of all required materials, the second and final bill will be prepared and paid after completion of work
- .04 Payment towards all interim bills will be made by 'KF&VP' within 30 days of submission and acceptance of the bill by KF&VP.

2.35 **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 Architect/PMC/ "KF&VP" 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 PMC / KF&VP shall be carried out by 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 Architect/PMC / KF&VP 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, on the basis of provisions of standard data book of **CPWD data and DSR 2013** (Civil, MORTH) with cost index 1.36% for Ernakulam which was the basis of preparation of the estimate of the work being tendered. The percentage excess or reduction of the contract rate for the original item with reference to the estimated rate shall then be applied in deriving the rates for such items.
- .05 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, **CPWD data and DSR 2013** (Civil, MORTH) with cost index 1.36% for Ernakulam 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 KF&VP and PMC, the rate to be claimed for the item with supporting documents as regards the prevailing market rates. The PMC shall examine these records and work out the rate in the following manner:

As regards the first part involving items in the **MORTH, CPWD data and DSR 2013** with cost index 1.36% for Ernakulam, the rate will be worked out as given in **2.35.04** above. As regards the second part involving market rates, the rate will be worked out as given in **2.35.06** below.

- .06 In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items of work in the contract or from the **MORTH, CPWD data and DSR 2013** with cost index 1.36% for Ernakulam, the rates shall be worked out fully on the basis of prevailing market rates (giving due consideration to the analysis of the rate furnished by the Contractor with supporting documents). The contractor immediately after execution of work as mentioned in **2.35.01** above shall communicate to the Engineer of KF&VP /PMC, the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the PMC shall determine the rate on the basis of the market rate giving due considerations to the rate claimed by the Contractor and forward the same to KF&VP. In case the requirement of labour for such item is available in the **CPWD Data Book 2013**, 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. 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 items whether derived, substituted, additional, etc. the cost for transportation, transit insurance, all types of taxes and duties, octroi etc. at actuals shall be included.

2.35 The contractor shall make his own arrangement for water and electricity required for the work. The “KF&VP”/PMC take no responsibility for the supply of either electricity or water.

2.36 **SITE ORDER BOOK**

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

2.37 **INSURANCE**

The successful contractor shall, at his cost take out Contractor’s All Risk (CAR) insurance policy, jointly in the name of the ‘KF&VP’ and the contractor, and the original policy shall be deposited with the ‘KF&VP’ within one month from the receipt of the letter of acceptance. The value of the CAR policy will be equivalent to the contract value and the validity of the policy will be date of completion of work with a claim period of 3 months.

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

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.

Date:

**Managing Director
KINFRA Film & Video Park (KF&VP)
Park Centre, Sainik School P.O.,
Kazhakuttam, Thiruvananthapuram.**

BIDDER

**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 online 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 online NEFT payment using internet banking of the bank in which bidder holds his account by adding account number in the chellan as an inter bank beneficiary.
 - ii. **Transfer from his bank account through NEFT, bidder should exercise this option 48 hours before the closing of bid.**