



**KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT
CORPORATION**

**Additional Water Supply Scheme
from Rain Water
Harvesting Pond for KINFRA
Integrated Industrial & Textile
Park, Palakkad**

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

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

e-Government Procurement (e-GP) Doc. No. KINFRA/KITCO/WS/02/2014

This tender document is issued to:

Bidder's Name :

Bidder's Address :

Telephone No. :

Facsimile No. :

Bid submission Fee for this tender is **Rs 4,400/- (5% VAT extra)**

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. 4,400+5% VAT 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.

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 the office of the General Manager (Projects), KINFRA, at Vellayambalam, Trivandrum, on 12/06/2014 at 3.30 PM 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 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.100/-. Tenders/ bids received online without the scanned copy of preliminary agreement will not be considered and shall be summarily rejected. Further details and clarifications can be had from Dr. T. Unnikrishnan, Manager (T), **Ph. 0471 -2706004** or from Mr. Anilkumar.B, Dy. Manager (T), **Ph. 0491 - 2568600** or from the Consultant M/s. KITCO Ltd, Kochi, Phone No. 0484-4129000 or from the office of General Manager (Projects), KINFRA, Ph- 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

Consultants:

KITCO LTD.
P.B.No.4407,
FEMITH'S, PUTHIYA ROAD,
NH BYPASS, VENNALA,
KOCHI-682028
PHONE: 4129000

1.0**BID SYNOPSIS**

1. Tender No. : KINFRA/KITCO/WS/02/2014
2. Name & address of Client : Managing Director,
KINFRA, Kinfra House, TC No.31/2312,
Sasthamangalam P O, Thiruvananthapuram.
3. Name of Project : Additional Water Supply Scheme from Rain Water
Harvesting Pond for KINFRA IITP, Palakkad
4. Place of work : Palakkad, Kerala, S. INDIA.
5. Scope of work : Additional Water Supply Scheme from Rain Water
Harvesting Pond including electrical works.
6. Probable amount of contract : **Rs.29,26,944/-**
7. Type of tender : Percentage rate basis
8. Schedule of rates applicable : Based on DSR 2013 (Civil & Electrical) & market rates
9. Completion Period : 4 calendar months
10. Bid submission fee : **Rs.4,400/- + (5% VAT)**, 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: **KINFRA**
KINFRA HOUSE,
TC NO.31/2312,
SASTHAMANGALAM
THIRUVANANTHAPURAM
13. Last date of Receipt of Tender : online submission till 07/06/2014 at 4.00 PM.
14. Date & Time of Technical Bid opening : online opening on 12/06/2014 at 3.30 PM

15. Place, Date & Time of Pre-bid meeting : KINFRA House Annexe, TC No. 9/2585, Elamkom Garden, Vellayambalam Thiruvananthapuram – 695 010
On 30/05/2014 at 12.00 noon.
16. Tender receiving authority : **KINFRA**
KINFRA HOUSE, TC NO.31/2312,
SASTHAMANGALAM,
THIRUVANANTHAPURAM,
- 17.1. Earnest Money Deposit : **Rs. 50,000/-** (remitted through online payment mechanism for e-procurement system of Govt. of Kerala)
2. Security deposit : Rs 1,46,347/- in the form of Demand Draft or Bank Guarantee from a Scheduled or Nationalized 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 letter of acceptance)

18. Bid Validity period : 60 days
19. Defects liability period : 12 Months from the date of handing over of the work
20. Minimum value of similar work required to be executed by the contractor during the last 3 years in a single contract as prime Contractor. : **Rs 23,41,555/-**
21. Minimum average annual turnover required to be attained by the contractor during the three preceding financial years. (2010-11 , 2011-12 & 2012-13) : **Rs 43,90,416/-**
21. Minimum Value for the Solvency Certificate : **Rs. 11,70,778/-**
22. Contractor should not have incurred: any loss in the last three financial years (2010-11 , 2011-12 & 2012-13) : Audited balance sheet and P&L statement of last three years to be submitted (2010-11 , 2011-12 & 2012-13)
23. Interval of interim Bills : The contractors can claim their bills monthly once or when the bill value exceeds 10% contract value.

PROJECT SYNOPSIS

- 1.0 Client : Kerala Industrial Infrastructure Development Corporation, Trivandrum
- 2.0 Consultants : KITCO Ltd.,
P.B. No. 4407,
Femith's, Puthiya Road,
NH Bypass, Vennala, Kochi-28.
- 3.0 Location : Kanjikode, Palakkad
- 4.0 Nearest Railway station : Palakkad
- 5.0 Nearest Airport : Calicut
- 6.0 Rainfall : a) Annual Rainfall - 320 cm/year
b) Max. Intensity - 20cm/day
c) Period of rainfall during the year - June - September
October - November
- 7.0 Accessibility : Site is accessible by road

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

(Tender No. : KINFRA/KITCO/WS/02/2014)

- 2.1. Percentage rate Online tenders are invited in **two cover system (Technical bid and Price bid)** in the prescribed form, from competent, experienced and technically & financially sound contractors/firms who fulfill the eligibility criteria prescribed in Clause 2.03.

Name of work	PAC (Rs.)	EMD (Rs.)	Period of completion	Bid submission fee (Non- refundable)
Additional Water Supply Scheme from Rain Water Harvesting Pond for KINFRA IITP, Palakkad	29,26,944/-	Rs, 50,000/- Remitted through online payment	4 months (four Months)	Rs.4,400/- + 5% VAT Bid submission fee shall be remitted through online payment system

- 2.2. 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 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 07/06/2014, 4.00 PM. The bids will be opened online at the office of the General Manager (Projects), KINFRA, on 12/06/2014 at 3.30 PM 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. 4,400+ 5% VAT 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 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 PL account for the last three financial years 2010-11, 2011-12, 2012-13.

Further details and clarifications can be had from Dr. T. Unnikrishnan, Manager (T), **Ph. 0471 -2706004** or from Mr. Anilkumar.B, Dy. Manager (T), **Ph. 0491 -2568600** or from the Consultants M/s. KITCO Limited, Phone Nos. 0484-4129000 / 2357437 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, Elamkom Garden, Vellayambalam, Thiruvananthapuram – 695 010, on 30/05/2014 at 12.00 noon.

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.

2.3 **Eligibility Criteria**

- i) The bidder should have satisfactorily completed and commissioned the work of similar nature costing not less than Rs.23,41,555/- within the last three years in a single contract as prime contractor in which he should have laid 100mm dia and above CI/DI/PVC/HDPE pipes for a length of 500m and satisfactorily complete and commissioned the work within the last seven years.
- ii) The average annual turnover of the bidder should not be less than Rs.43,90,416/- during the three preceding financial years, 2010-11 , 2011-12 & 2012-13.

- iii) The bidder should possess the latest valid Solvency Certificate from a Nationalized / Scheduled bank for an amount not less than Rs.11,70,778/-.
- iv) The bidder should not have incurred any loss in the last three financial years, 2010-11 , 2011- 12 & 2012-13.

Willing tenderers must attach the details, as specified in page 1, such as particulars of financial and technical resources, audited balance sheet for last three years, valid solvency certificate for an amount of Rs.11,70,778/-, list of similar works executed as per clause no.2.03.(i) along with satisfactory completion certificate etc.

Joint ventures and consortiums formed for the purpose of bidding are not eligible to quote for the tender.

The tenderer should have sufficient equipment and capability to undertake the construction and commissioning of the work.

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 consultant do not satisfy the above requirements will not be considered

The electrical part of this tender should be arranged through a Electrical Contractor, with grade "B" or above, with Prior approval from KITCO/KINFRA.

- 2.4 KINFRA shall have no responsibility for any errors in downloading the document or due to erroneous online submission. KINFRA, Thiruvananthapuram reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- 2.05.1 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.
- .02 Subject to the CLIENTs (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.
- .03 Prior to the expiry of the period of validity of the tender the "KINFRA" will notify the successful bidder in writing by registered letter that his tender has been accepted. This letter (herein after referred as letter of acceptance) 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). This letter of acceptance will constitute the formation of a contract.
- .04 Before commencing the work and within a week from the date 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 KINFRA 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 KINFRA 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.
- 2.6 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected
- 2.7 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 whatever. **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.**
- 2.8 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 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 authorising 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. The tender should be in a sealed cover.
- 2.9 **EMD**
 - .01 Earnest Money Deposit is Rs.50,000/- (Rupees Fifty Thousand Only) as online remittance 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 CLIENT 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 tenderer on receipt of the letter of acceptance will deposit an amount of Rs 1,46,347/-, in the form of a Demand Draft or Bank Guarantee from a Scheduled/Nationalized Bank and execute the contract agreement within 7 days from the date of the letter of acceptance.

The EMD furnished by him shall be refunded on execution of the agreement.

- .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 KITCO/KINFRA.

2.11 **RETENTION MONEY**

- .01 Retention Money at the rate of 10% of the value of work done as per running bills shall be deducted from each running bill until the total amount of each running bill aggregate to 5% of the contract value. This amount of money will be withheld for rectifying the defects if any, in the work so executed with in 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 from a Scheduled/Nationalized Bank having validity up to three months after the defect liability period. This retention money shall be refunded on satisfactory completion of the defect liability period as certified by KITCO/KINFRA.
- .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.
- .04 In case, the Contractor is not attending to the defects in the defect liability period, these works will be undertaken by KITCO/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.

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.

All the deposits of E.M.D., SECURITY DEPOSIT will not bear any interest whatsoever.

2.15 PERIOD OF VALIDITY

- .01 The tender shall remain valid for acceptance for a period of 90 days from last date of submission of the tenders.
- .02 If the bidder withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the KINFRA has the liberty to forfeit the Earnest Money Deposit.

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 Consultants.

2.17 QUANTUM OF WORK

- .01 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 or additions at the discretion of the Consultants/"KINFRA" without affecting the terms of the contract.
- .02 The "KINFRA" reserves 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 Consultants 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 of Kerala 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 KINFRA.

2.19 INTERPRETING SPECIFICATIONS

- .01 In interpreting the specifications, the following order of decreasing importance shall be followed:
 - 1. Specification mentioned in Schedule of Quantities,
 - 2. Technical Specifications,
 - 3. Special Conditions of Contract,

4. General Conditions of Contract,
5. 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 Consultants/KINFRA 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 “KINFRA” 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 “KINFRA” 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 Consultants/”KINFRA” 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 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.

2.24 **SUB-LETTING**

No part of the contract shall be sublet without the written permission of the Consultants/”KINFRA” 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 handing over/taking over of the work**, from contractor after completion of all works, will have to be rectified by the contractor at their own cost. In case the defects are not rectified by the contractor, PMC/”KINFRA” 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.

Date of starting of work

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

2.27 **OCCUPATION IN PART**

If the “KINFRA” wants to take over part of the work,, the contractor shall complete the work of these areas and hand over the same to the “KINFRA” without affecting any of the clauses of contract agreement.

2.28 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.

2.29 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.

2.30 **PERIOD OF COMPLETION**

Time is the essence of this contract. The completion period shall be **4 months**. Commencement of the work shall be considered from 10 days from the date of work order or within seven days from the date of receipt of work order whichever is earlier. The contractor shall draw a detailed schedule of programme in the form of PERT CHART and a BAR CHART of the whole work in MS Project within fifteen days of award of work and submit to the Consultants/KINFRA for their approval and adoption for project management. The above schedule/chart shall take into consideration of meeting the mile stone within the specified time as given below.

2.31 **PENALTY FOR DELAY IN COMPLETION**

The following milestone is to be strictly achieved by the contractor:-

Description	Period from starting date.
Procurement and laying of Pipe lines	3 months
Procurement and fixing of Pumps	3 ½ months
All balance works and handing over	4 months

2.31.1 **Penalty for delay in achieving milestone**

Milestone penalty of Rs. 25000/- per week of delay will be levied as penalty to be paid by the Contractor to KINFRA.

If the contractor fails to achieve any of the milestones as per the relevant clause, the owner shall deduct the sum of Rs. 25000/- 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 these particular milestones, 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 with the work within the specified period or such extended period, the milestone penalty recovered shall be forfeited.

2.31.2 **Penalty for delay in completion**

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 (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.

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

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

Suitable area in the site of work shall be allowed to the contractor free of cost for constructing company structures for storing his tools and plants, materials, site office and cement godown. 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/KINFRA premises.**

2.33 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 Consultant and the CLIENT.
- .02 The contractor or his representative shall accompany the Consultants/"KINFRA" 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 Consultant shall then prepare the bill based upon the agreed and recorded measurements. If the contractor fails to accompany the representatives of the Consultants/"KINFRA" for measurements, then he shall be bound by the measurements taken by the Consultants/"KINFRA" or their representative.
- .03 The contractors can claim their bills monthly once or when the bill value exceeds 10% contract value.
- .04 Payment towards all interim bills will be made by "KINFRA" within 30 days of presentation.

2.34 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 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, on the basis of provisions of standard data book and DSR 2013 (Civil & Electrical) for the year which was the basis of preparation of the estimate of the work being tendered. An allowance of 15% of rate worked out will be added towards contractor's profit, overheads and establishment charges taken together.
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, DSR 2013 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 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 DSR 2013, the rate will be worked out as given in 2.34.04 above. As regards the second part involving market rates, the rate will be worked out as given in 2.34.06 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 DSR 2013, 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 2.34.01 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 considerations 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 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. An allowance of 15% will be added towards contractors 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 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 “KINFRA”/Consultants 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 KINFRA/ Consultant 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 “KINFRA” and the contractor, and the original policy shall be deposited with the “KINFRA” within one month from the date 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.

2.38 **MOBILIZATION 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 contract 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% 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.

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

/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, Kinfra House,
TC No.31/2312,
Sasthamangalam P O
Thiruvananthapuram.

SIGNATURE OF THE BIDDER