



TERMS & CONDITIONS

Name of work: Repairs and Maintenance Toilet Block 2 nos inside the Kerafed Oil Complex, Karunagapilly, Kollam (District)

General conditions prevailing for Civil Engineering contract works in KPWD and PSUs in Kerala will hold good for this work also.

1. All corrigenda, additional amendments and clarifications to tender specifications will be hosted in the website www.kerfed.com and not in news papers. Bidders shall keep themselves updated till last date and time for submission of tenders.
2. The bidders are expected to acquaint themselves self with the site conditions, labour situation, wage and benefits applicable to labourers ,working hours, out turn of the work by labourers and the fluctuations likely to happen till the specified date of completion; prior to quoting for the work.
3. Rates quoted shall include all taxes and duties including GST applicable.
4. Tenderers should quote their rates both in figures and words and in the event of any mistake the lowest of the same will be considered.
5. Tenderers shall not add or delete to/from the tender specifications as their own, or specify any condition as their own. In the event of any such addition/alteration the tender will be summarily rejected.
6. All pages of the tender document including terms and conditions are to be signed and stamped by the tenderer, as a token of acceptance of the specifications and conditions thereof.
7. The tenders shall be submitted in two covers Cover 'A' 'containing demand drafts remitted towards cost of tender forms and EMD for the work; and cover 'B' duly quoted Tender schedule and duly signed Terms and Condition sheet. These two covers shall be put in a main cover and addressed to:

Managing Director, KERAFED
KERA TOWER, Vellayambalam,
Vikas Bhavan P.O, Thiruvananthapuram - 695 033.
Telephone Nos. 0471 – 2320504 / 2326209 / 2321046

and deposited in the tender box kept in the office of the KERAFED Head Office, Thiruvananthapuram well before the last date and time specified in the Notice Inviting Tenders.

8. Tenders will be opened in the due date and time as specified in the tender notice, in the presence of tenderers present.

Tenders without separate cover containing EMD will not be opened and will be given back to the tenderer if present or send back by post.

9. The acceptance of the tender rests with The Managing Director KERAFED Trivandrum, who reserves the authority to reject any or all the tenders received without assigning any reason.

10. Validity of the tender shall be 90 days from the date of opening .KERAFED shall without prejudice to any right, is at liberty to forfeit the EMD absolutely if the tenderer withdraw the tender before the validity period or make any modification in the terms and conditions in the tender, which are not acceptable to KERAFED.

11. Successful tenderer is required to execute an agreement with KERAFED in stamp paper of value Rs.200/=, unless and until formal agreement is prepared and executed the tender together with written acceptance of work order will contribute a binding contract between the bidder and KERAFED.

12. Time of completion of the work will be reckoned from the 30th day of the date of issue of work order.

13. Normal working time of the office of KERAFED oil complex is 9.00 AM to 5.00 PM .All Sundays, will be holidays in addition to festive holidays declared by KERAFED. Normally the site will be available for work during the working hours only. However if the contractor wish to arrange the work beyond normal working hours or on holidays, specific permission shall be obtained from the Plant Manager, KERAFED Oil Complex Karunagapally well in advance.

14. The contractor or his authorized technically qualified representative shall be available at site throughout the period of contract for receiving instructions from KERAFED, arranging and executing the work in line with the instructions and as per the tender specifications.

15. Quantity of items specified in the tender schedule is approximate, and payment will be made for the actual executed quantity of each item only, based on site measurements.

16. Any discrepancy found in the specification/major variation in quantity of item if any shall be brought to the notice of the KERAFED Engineer /Consultant before the commencement of the work.

17. Work shall be open for inspection by KERAFED officials/persons authorized by KERAFED. Stage wise approval from the Engineer in charge is essential for all works.

18. Kerala Public Works Department specifications are to be followed for the work. If specifications are silent about any aspect relevant IS codes as suggested by the Engineer in charge shall be followed. In the absence of both the above sound engineering practice shall prevail and the decision of the Engineer in charge will be final.

19. Electric power supply from KSEB grid is available in KERAFED, and will be supplied free of cost for the work. But there can be restrictions in supply of power by KSEB. Contractor shall make his own arrangements to avail the power from any particular point shown by KERAFED.

20. Water required for the work will be issued free of cost by KERAFED. Hoses, valve if required etc. shall be arranged by the contractor.

21. Welding sets without ELCB and safety relay will not be permitted at site .also flash back arrester shall be provided in cutting torches.
22. Contractor shall bring all materials, machinery and equipments, tools and plants required for the work and not supposed to use any of the material belonging to KERAFED. Contractor shall also make his own arrangements to keep all the materials brought by him, under safe custody and KERAFED will be no way responsible for any loss/ damage to the contractor's property at site.
23. Contractor should take care to arrange the work without affecting the normal activities of KERAFED and also without causing damage to any of KERAFED property. In the event of any damage the contractor will be penalized and necessary recovery will be made from the bill for the work.
24. Only Indian Nationals shall be deployed for the work and the workers should possess valid ID cards which shall be shown on demand to KERAFED officials/security personnel. Necessary entry passes should also be obtained from the Project Manager.
25. All materials used on the work shall be of reputed brand and should have prior approval of the Engineer in charge/ consultant of KERAFED.
26. KERAFED reserves the right to cancel any part of work from the scope or cancel the tender without assigning any reason.
- 27.If scaffolding is required for works above ground level rate for those items should include charges for providing, hoisting ,fixing the scaffolding to the required height and removal after use.
28. Contractor should ensure all safety measures to the workers including providing and wearing of Safety belts for works above 3m heights. For any accident caused due to violation of safety rules and for any damage to KERAFED property, contractor will be solely responsible and may attract penalty, legal proceedings, including termination of contract.
29. Empty cement bags and all other waste materials are to be cleared off from KERAFED premises on completion of the work.
30. Final bill alone will be paid to the contractor on completion of work.10% of the bill amount less EMD will be deducted from the bill as Security deposit and the same will be released only after six months from the date of completion of work. The contractor has to make good all the defects noticed and intimated during the observation period, at his own cost.
31. Time allotted for the work is inclusive of the rainy season prevailing in Kerala and the contractor shall take note of the situation while quoting .No extra claim will be admitted and it is the duty of the contractor to keep the worksite free from falling of rain water over the construction site and over the materials to be used on the work. Normally no extension of time will be granted for work connected with any delay due to monsoon.

32. In the event of any delay in completion, 1/2 %(half percent) of the total bill amount per week subject to a total of 10% will be recovered as liquidated damages.

33. If the contractor fails to arrange the work in time, KERAFED also reserves the right to make alternate arrangement for the execution of work at the risk and cost of the contractor.

34. Contractor shall furnish the PAN number, Service Tax registration certificate, etc on demand. Income Tax/VAT/any other statutory taxes prevailing at the time of payment will be deducted from the bill.

35. It is mandatory for the bidders to intimate their Bank Account and E- payment details so that payments can be made through ECS/NEFT/RTGS.

36. The EMD amount **Rs.15,000/-** is to be paid as DD in favor of Managing Director, KERAFED Payable at Trivandrum and those who are downloaded the tender form from the website can pay the Tender form cost of **Rs.1000/-+12%** GST as DD in favor of Managing Director, KERAFED Payable at Trivandrum. Both the EMD & Tender form cost as to be submitted along with the Tender.

37. Tender form will be issued from *07/10/2017 to 1:00pm on 20/10/17*. The filled Tender form will be received up to *3:30 pm on 20/10/2017* and Tenders will be opened at 4pm on the same day.

Sd/-

Managing Director

KERAFED

Signature, name and address

Of the bidder with date.