

2. ELIGIBILITY CRITERIA

1. Average annual financial turnover during the last 3 years ending 31st March 2017, should be atleast 90% of the estimated cost and 3 years audited balance sheet should be submitted.
2. Experience of having successfully completed similar works during the last 5 years as on 31.10.2017 for Government departments, Government undertakings, reputed private sectors etc. should be as below:
 - a. Three similar completed works costing not less than 90% of the estimated amount.
3. The contractor should possess steel building fabricating facilities for cutting, welding, bolting, erection etc. or should have tie up with other contractors for executing similar works.
4. Contractors who have supplied steel conforming to IS 800 shall only be considered.

Tender bids not meeting any of the above pre-qualification criteria shall be rejected.

3. TERMS AND CONDITIONS

1. The Tender and any order resulting from this Tender shall be governed by our conditions of contract and the contractor quoting against this Tender shall be deemed to have read understood the same.
2. Where Counter Terms and Conditions of business have been offered by the tenderer, we shall not be deemed to be governed by those unless our specific written acceptance thereof has been given.
3. No Conditions and Terms, notice of which has not been given by the tenderer while submitting tenders, will be considered by us, if put forward in subsequent correspondence.
4. The unpriced bid completes in all respects showing all technical details and supply conditions should be submitted by all tenderers without fail.
5. The terms and conditions for which notice has not been given by the tenderer while submitting tenders, will be considered by us, if put forward in subsequent correspondences.

6. Tender

- a. Every tender shall be made in English.
- b. If the Tenderer is a firm or company, the tender documents to be submitted by the authorized signatory of the firm.
- c. If the tenderer is a partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be enclosed.
- d. Tenders not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.
- e. When a tenderer submits his tender in response to this document, he will be deemed to have understood fully about the requirements of the terms and conditions of the tenderer.
- f. On the due date of opening, the tender will be opened.
- g. Tenderers who failed to comply with earlier contractual obligations of company which resulted in short closure/cancellation of any contract are not eligible to participate in this tender.
- h. Companies/Firms/Sole Proprietorships black listed/ordered for blacklisting by Govt. of Kerala or SIFL cannot be considered.
- i. SIFL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

- j. Landed cost/net off GST shall be considered for price comparison and order placement.

7. Performance Guarantee

The successful tenderer has to deposit an amount of 5% of order value as Performance Guarantee and execute an agreement with Steel & Industrial Forgings Ltd. in non-judicial stamp paper of value as per rules in the standard format within 7 days from the date of acceptance of work order. The Performance Guarantee can also be in the form of Bank Guarantee for equivalent amount. This amount will be retained till the expiry of Defect Liability period.

8. Time of Completion:

The work should be completed in all respects by the stipulated time of 2 months from the date of award of contract.

9. **Tax:** The quoted prices shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively).

10. Tender Fees and EMD (Earnest Money Deposit):

Bidders should remit Tender Fees and EMD at the time of online bid submission using the online payment options of e-procurement system. Bidders are advised to visit the "Downloads" section of e-procurement (www.etenders.kerala.gov.in) for detailed instructions on making online payment using internet banking facility of SBT or by using NEFT facility. Any existing amount available with SIFL in any form will not be adjusted against the payments of this tender.

- a. Tenderers are required to remit an amount of Rs. 2,000/- (Rupees Two Thousand Only) Inclusive of GST as Tender Fees and Rs.3,00,000/- (Rupees Three Lakhs Only) towards Earnest Money Deposit.
- b. Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in) should ensure the following:
- c. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separated. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
- d. Account number as per Remittance Form only: Bidders should ensure that account No. entered during NEFT remittance at any bank counter or during adding

beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-procurement system.

- e. Bidders should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-procurement system for that particular tender. Bidder should ensure the correctness of details of inputs while remittance through NEFT. Please also ensure that your banker inputs the 22-digit Beneficiary account number (which is case sensitive) as displayed or appears in the Remittance form. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, Company name etc. should be entered in the account number column along with account number for NEFT remittance. While submitting tender the bidder shall seek clarification from IT missions e-procurement for online payment of the tender fee/EMD. Tender fee and EMD are to paid as a single remittance. SIFL shall under no circumstance be responsible for failed transactions on account of non-compliance of the above.
 - f. Only SBT's internet banking and NEFT remittance allowed: RTGS payments. Account to Account transfer or Cash payments are not allowed and are invalid mode of payments.
 - g. UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be update as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
 - h. One Remittance form per bidder and per bid: The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
 - i. The bids will not be considered for further processing if bidder fails to comply on points as above and tender fees and EMD will be reversed to the account from which h it was received.
 - j. Earnest Money Deposit will be fortified if the rates are enhanced from their quoted rate during validity period or extended period, or the order is not executed after the acceptance of the order.
 - k. Tenders received without EMD and Tender Fees will not be considered.
- 11. All works shall be done in conformity with the KPWD/CPWD specifications and conditions of contract. The quoted rates should be inclusive of cost of all materials, labour charges, testing charges and all applicable taxes and duties.**

12. The contractor shall provide his own tools, plant and store shed to store all materials and he will be entirely responsible for the proper storage, use and safe custody of all materials and also for any damage, loss, theft, mishandling and weathering due to any cause what so ever.

13. Measurement and Billing

1. Wherever mode of measurement is specified, the measurement will be taken at site as per the latest BIS code of practice for measurement.
2. The Contractor or his representative shall accompany the Consultants / Client or their representative in taking measurements and shall agree to the measurements taken on spot. Tapes shall be of steel and shall be supplied by the Contractor. The Contractor shall submit his bill based on the agreed and recorded measurements. On receipt of such bills the consultant will verify the measurements. If the Contractor fails to accompany the Consultants / Client for measurements, then he shall be bound by the measurements taken by the Consultants / Client.
3. The Contractor may raise 'on account' bills once in a month or with a minimum bill value of 20% of the Contract Price.
4. Payments towards all interim Bills will be made by the Owner within 30 days of recommendation by the Consultant provided the contractor submit the bill in correct form. However, the Contractor shall have no claims for delay if any in effecting payment.
5. Period of final measurement shall be three months from the date of completion of the work.
6. 10% of each part bill will be retained as retention amount for a period of one year from date of completion of work. This can be released against Bank Guarantee on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that the amount of Bank Guarantee except last one shall not be less than Rs. 5 lakhs. This amount will be released after passing of final bill.

14. Payment Terms

1. 50% payment shall be claimed after supply of structural materials.
2. 40% payment after fabrication and erection complete in all respects.
3. For civil items 90% payment after supply and laying complete in all respects.
4. Balance 10% after retention period of 1 year.

All bills shall be submitted within 15 days of completion of each event mentioned above.

15. Delays in Commencement

The Contractor shall not be entitled to any compensation and/or damages for any loss suffered by him on account of delays in commencing, whatever the cause for such delays may be. Similarly, the Contractor shall not be entitled to claim any amount from Client for delays in completion of work (operating maximum limit).

16. LD Clause

The date of completion agreed upon shall be strictly observed by the contractor and he shall show proportionate progress during the execution of work. Delay in completion of work will be subjected to Liquidated Damages @0.5% of Purchase Order Value per week of the delay, subject to maximum of 5 % of the total value. Finally, SIFL reserves the right to get the work done otherwise at the risk and cost of the contractor if this work is delayed for a substantial period. Any liability imposed on CONSULTANT by the Owner on account of delay in completion of works shall be passed on to the Contractor.

17. Negotiation

The lowest tenderer will be required to attend the negotiation, if company so desires, at our office at Athani, Thrissur on a date fixed by the company. The date of negotiation as fixed by SIFL will be final and binding on the tenderer.

- 18.** We reserve ourselves the right to accept or reject any tender without assigning any reasons.
- 19.** Jurisdiction: Any dispute arising out of, or in connection with this rate contract shall be subject to the jurisdiction of the competent courts in Thrissur.
- 20.** Office space and facilities to be provided for SIFL's Consultant: Office space with relevant facilities like laptop, plug point, fan, table, chair etc. for SIFL's Consultant shall be provided at site.
- 21.** Before using any materials for the work the contractor shall arrange for testing of all materials in Government laboratories. Contractor shall make arrangements for witnessing of test by the consultant/SIFL Representative. Valid Test certificates to be provided for every supply material.
- 22.** Transportation facility for SIFL's Consultant: Transportation facility shall be provided for SIFL's Consultant to attend any type of meeting, material testing, etc which is conducting outside the construction site.

23. Water And Power

The Contractor shall make his own arrangement for water and electricity required for the work. Water may be drawn from the source at site, if good quality water is available. The contractor shall submit test result of the water and the Client/Consultants takes no responsibility for the supply of either electricity or water.

Temporary wiring/cabling shall not be routed across floors, around doors. It shall be properly routed as directed by the Engineer-in-Charge. Temporary wiring shall be protected from sharp edges, heat and sunlight to avoid breakdown of the insulation.

- 24.** The contractor shall be responsible for the safety of the laborers employed by him and he shall be liable to pay the necessary compensation in case of accidents as per Workmen's Compensation Act. Provisions of Indian Contract Labor Act also will have to be complied with in this respect. In case the contractor fails to comply with the regulations, the expenses incurred by Steel & Industrial Forgings Ltd. shall be recoverable from the contractor. Insurance under Workmen's Compensation as per regulations in force to cover contractor's workmen and staff shall be arranged by the contractor at his cost. Contractor is advised to cover all workers engaged by him for execution of this work, against accident /risk that may occur / involve during execution of this work. Steel & Industrial Forgings Ltd. will not undertake any liability, due to accidents, which may occur during the execution of this work, and the Contractor has to bear the same. PF, ESI etc as per rules are to be made by the Contractor. The Contractor shall fully indemnify Steel & Industrial Forgings Ltd. of claims from workers or third party due to accident or damage to property including third party by taking adequate insurance coverage.
- 25.** If electrification works are included in the scope of work, it will be the responsibility of the contractor to get the works executed through appropriate class of licensed contractor. Also he has to take necessary clearance or approval from the Electrical Inspectorate.
- 26.** The contractor shall not without previous written approval of SIFL execute any Power of Attorney in respect of any matter relating to this contract and SIFL shall not be bound by any such Power of Attorney executed by the contractor without its prior approval. It shall be entirely within the discretion of SIFL to grant any such approval already given.
- 27.** On completion of project the contractor shall clear all debris from site to the satisfaction of SIFL/Owner.
- 28.** Sub-letting of work of any nature is strictly forbidden.

29. No work shall be done before or after working hours as well as on Sundays or Public holidays, without prior permission of Engineer-in charge of SIFL.
30. All local enactments applicable shall be complied with by the contractor.
31. The construction shall be carried out adhering to the standard CPWD/PWD norms as applicable.
32. The conditions in respect of quality of work, approved brand of material to be used etc. as stipulated by the Owner should be complied.
33. All materials arranged for bonafide use or works including auxiliary works should not be misused in any manner. If any misuse or work through negligence by the contractor comes to light, the contractor is liable to pay penalty as may be fixed by the Engineer-in Charge.
34. All materials supplied by the contractor shall remain the absolute property of SIFL/Owner and shall not, on any account, be removed from the worksite and shall at all times be open to inspection by the Engineer-in charge of SIFL/Owner The contractor shall be responsible for the proper use and bear the cost for protection of materials supplied for use on the work and bear any loss from deterioration or from fault workmanship or avoidable excessive use of materials etc. or from any other causes.
35. All materials or articles shall be approved by SIFL/Owner and use without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the contractor from his responsibility to use materials and articles as per specification.
36. Materials, tools and plant if any entrusted with the contractor by SIFL in pursuance of the contract will be treated as an entrustment by SIFL and to be continued to be SIFL's property until actually and duly accounted for.
37. **ESI, PF**
All employees employed by the contractor should be covered by ESI and PF and the contractor will be liable to pay both employers and employees contribution as per the Act. Contractor shall indemnify SIFL against any claim in this regard.
38. The Employer's Registration number for both ESI and PF shall be mentioned in the profile, failing which, the bid summarily rejected.
39. Damage, if any, caused by the contractor to SIFL / Owner /third party's equipments during the course of work have to be rectified/replaced by the contractor at his own risk and cost.
40. The machinery, equipments and other valuables of the contractor at worksite shall be insured by him. SIFL will not give any financial assistance to him on account of any loss or damage to the valuable.
41. **Deviation/New item:**

Any deviation in specification/any new item of work shall be executed only with the written consent of SIFL's site - in - charge.

42. Defect Liability Period:

Any defect developed within 'Defect Liability Period' of 2 years from the virtual completion of the work will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, SIFL or their representative shall get the work done at the risk and cost of the contractor. The Client shall recover all expenses incurred in this regard from any amount due to the Contractor.

43. The rates are expected to cover all incidental charges and are for finished work as per specifications and conditions of contract. Billing will be done for the actual quantity of work done at agreed rates.

44. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reasons whatsoever.

45. Contractor shall indemnify SIFL and the Owner against any accident to the works or his workers. All construction equipments brought to the site will be insured by you. You will also insure your workmen under Workmen Compensation Act insurance policy. No extra amount shall be payable to you on this account.

46. Contractor shall take out Contractor's All Risk (CAR) insurance policy jointly in the name of SIFL/Owner & the contractor.

47. These instructions with conditions stated there in shall form part of the contract documents.

48. In case of discrepancy between technical specification and item specification provided along with Bill of Quantities, the Item Specification will be final.

49. Tenders, which are not in conformity with the above tender conditions, are liable to summary rejection.