**KERALA STATE FILM DEVELOPMENT CORPORATION (KSFDC) LTD**

**CHALACHITRA KALABHAVAN**

**VAZHUTHACAUD, THIRUVANANTHAPURAM 695 014**

**TENDER No:4619 /T2/15/KSFDC/ dated 20.01.2016**

**TENDER DOCUMENTS**

**TENDER DOCUMENTS FOR THE ELECTRICAL WORKS OF FILM MUSEUM AT CHITHRANJALI STUDIO, THIRUVALLAM,THIRUVANANTHAPURAM**

**KERALA STATE FILM DEVELOPMENT**

**CORPORATION LTD**

VAZHUTHACAUD, THIRUVANANTHAPURAM – 695 014

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email: ksfdc@asianetindia.com, web site: www.ksfdc.in

|  |  |
| --- | --- |
| Tender No:4619/T2/15/ KSFDC  | Dated : 20. 01.2016 |
| Name of work :  | Tender Documents for the Electrical works of Film Museum at Chithranjali Studio, Thiruvallam,  **Thiruvananthapuram** |
| Earnest money deposit :  | **Rs.4,700/-** (in the form of DD in favour of KSFDC, Thiruvanaanthapuram) |
| Time of completion : | **10 Days** from the date of issue of work order. |
| Last date and time of submission of tender : | **3.00pm on 29.01.2016** |
| Date and time of opening of Tender: | **3.30pm** **on**  **29.01.2016** |
| Cost of tender documents : | **Rs.525/- inclusive of vat**  |
| Receipt of tender : | **The Managing Director****Kerala State Film Development Corporation****Vazhuthacaud, Thiruvananthapuram -14**  |
| Issued to: ……………………………………… ………………………………. .……. …………………………………… ………………………………………Ph:………………Mob:……………………. | Issued on: …………………….D.D /Receipt No:…………………... Dated:…………….. |

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1. **NOTICE INVITING TENDERS**

Sealed item rate tenders for the Electrical works of Electrical works of film museum at Chithranjali Studio, Thiruvallam,  **Thiruvananthapuram**

1. are invited by the **Managing Director, Kerala State Film Development Corporation Ltd, Thiruvananthapuram -14** (hereinafter referred as “Owner/KSFDC” ) from competent electrical contractors having valid license **(B Class or above)**and experience in executing such works.

2a. Tenderers are strongly advised to go through the tender documents in connection with this tender very carefully.

2b. **Sealed Tenders** should reach the **Managing Director, Kerala State Film Development Corporation, Vazhuthacaud, Thiruvananthapuram -14** **on or before 3.00 pm on 29.01.2016.** Any tender received after the due date and time will be rejected. KSFDC will not take any responsibility for the loss or delay in receipt of tenders sent by mail.

 Tenderers will deposit a sealed super scribed envelope containing:

1. Earnest Money Deposit as specified.
2. Letter accompanying the tender with communication other than those stipulated in

 the tender.

1. **Demand Draft for Rs.525/- as cost of tender form (including VAT) in case of the tender documents down loaded from the web site**
2. **Tender book duly signed in all pages with preliminary agreement**

1. **Item rate tender – Rates to be quoted both in figures as well as words for each items and the amount tendered**

2c. **Tenders will be opened** in the presence of contractors or their authorized representative who are present **at the office of KSFDC LTD, Vazhuthacaud, Thiruvananthapuram- 14 on 29.01.2016 at 3.30 pm.**

2d. Subject to the owner’s (KSFDC) right to accept any tender, and to reject any or all tenders, the owner will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated Tender Price provided further that the tenderer has the capability and resource to carry out the contract effectively.

3. Tenders not properly filled, which are mutilated with incorrect calculations or not complying with the condition specified will be rejected out rightly.

4a.If the tender is made by an individual it shall be signed with his full name and 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 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. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall included a copy of the ‘Power of Attorney’ with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

4b The Tenderer shall **quote both in figures as well as in words the rates and amount tendered by him/her** for each item in such a way that interpolation is not possible. All corrections and alterations in the entries of tender papers will be signed in full by the Tenderer with date. The tenderer shall sign at the right hand bottom of each page of the Tender documents.

5. **EMD / SECURITY DEPOSIT/ RETENTION MONEY**

A **E.M.D**

 Earnest Money Deposit in the form of crossed demand draft in favour of **KSFDC Ltd, Thiruvananthapuram** to be deposited along with the tender.

EMD of the unsuccessful tenderers will be refunded without any interest immediately on execution of agreement by the successful tenderer or on expiry of the firm period of the tender of 90 days from the date of submission of the tenders which ever is earlier. EMD will be forfeited;

 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 document or fails to furnish the required security deposit.

B. **SECURITY DEPOSIT**

 The successful tenderer shall within seven days from the date of intimation deposit an amount equal to 5% subject to a maximum of Rs.2 lakh of the awarded contract value.

 EMD will be refunded to the contractor after remittance of the security and execution of the agreement. EMD of the successful tenderer can be converted into security for the work. If the contractor fails to execute the work as specified or if he abandons the work, the security deposit shall be forfeited.

 The security deposit will be refunded to the contractor after the expiring of the defect liability period from the date of completion of the work.

C. **RETENTION MONEY**.

 Retention Money at the rate of 10% of the value of work done for each running bill will be deducted from first and following part bills until such time as the cumulative total amount of the such deductions (herein referred to as Retention Money) from part bill plus the sum of security deposit shall be limited to 10% of the total value of contract as per agreement. Half of the Retention money which is held as additional security will be released at the discretion of the Managing Director after successful completion of the work after obtaining a guarantee for the work for the entire period of Defect liability period in writing from the contractor. The maximum period for retaining retention money is the total Defect liability period from the date of completion of the work provided that if such time there shall remain to be executed by the contractor any works ordered during such period pursuant to the relevant clauses, the owner shall be entitled to with hold the payment until the completion of such work or so much of the balance amount as shall in the opinion of the Engineers represent the cost of the works so remaining to be executed.

 EMD, Security deposit and Retention money will not bear any interest whatsoever.

D. **Income tax, Sales tax, KCWW fund, ESI** contribution etc at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

E. All statutory payment in connection with employment of workmen for this work will be borne by the contractor. The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

F. Sales tax on work (work contract tax) shall be deducted at 3% of the gross payment at present for contractors having KGST registration. For those contractors without KGST registration the deduction for work contract tax shall be as per KGST registration.

Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

6. **PERIOD OF VALIDITY.**

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

7. **INSPECTION OF SITE**

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions 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 drawing and documents can be had from the engineer at the above mentioned address.

8. **QUANTUM OF WORK**

A Schedule of quantities for various items accompanies this tender. This schedule is liable to alteration by deletions, deductions or additions at the discretion of the engineer of KSFDC without affecting the terms of the contract. The KSFDC reserves the right to increase or decrease the quantum of work at the site without assigning any reason.

9**. ALL INCLUSIVE RATES**

The contractor’s rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales tax, Excise and Octroi etc. and the fixing or placing in position for which the item of work is intended to be operated. 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 reason whatsoever. However the rate of deduction towards Income tax, work contract tax etc shall be changed if the Govt. revises the rates and also deduction shall be made towards any other tax imposed by the government.

10. The acceptance of a tender shall rest with the Managing Director of the KSFDC who does not bind himself/herself to accept the lowest tender and reserves to himself /herself the authority to reject any or all the tenders received without assigning any reasons whatsoever.

11. The work shall be carried out under the direction and supervision of the Engineer of KSFDC 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 instruction for carrying out the work.

12. The Engineer of KSFDC’s decision with regard to quality of the material and workmanship will be final and binding. Any material rejected by the engineer shall be immediately removed by the contractor and replaced by materials as per the specifications and standards of the BIS

The engineer of KSFDC shall furnish with reasonable promptness additional instructions by means of drawings otherwise in writing necessary for the purpose of execution of the work. All such drawings and instructions shall be consistent with the contract document.

13. **SUBLETTING**

a) No part of the contract shall be sublet without the written permission of the engineer and the KSFDC nor shall transfers be made by Power of Attorney authorizing others to carryout the work or receive payment on behalf of the tenderer.

b) The KSFDC shall have the right to supervise the work of sub contractor control it and stop it calling upon the contractor to carry out the work as per the terms of the contract.

c) The contractor shall not make any demand for liquidation damages or penalty for delay in any sum in excess of such amount as may be specifically named in the sub contract. Nothing in this clause shall create any obligation on the part of the KSFDC to pay or to see the payment of any sums to any sub contractor

14. **DEFECTS LIABILITY PERIOD**

Any defect developed within defect liability period of **12 months** will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, engineer of KSFDC or their representative shall get the work done at the risk and cost of the contractor.

15. The contractor must co-operate and co-ordinate with other contractors involved in other works on the site. The contractor should also note that they shall have to clear the site of the vegetation, debris etc. before the commencement of the work and that no extra payment is permissible on this account.

16. **PERIOD OF WORK (TIME OF COMPLETION**)

Time is the essence of the contract. **The total work has to be completed and handed over with in .10 [Ten] Days time** from the date of issue of work order. Commencement of the work shall be considered from the 3rd day on the date of work order.

17. **Extension of Time of Completion**.

To take care of any KSFDC’s delay or delay occurring due to unexpected technical problems caused during the execution of works a grace period of 20% of the original period of completion will be allowed, if found necessary to complete the works. The engineer recommending grace period will record in details the reason for allowing the extension in detail. The grace period will not be granted if the extension is necessitated due to the default on the part of the contractor.

18. **PENALTY**

If the contractor fails to complete and hand over the work within the specified period, including the grace period if allowed, the penalty shall be charged at 1% of the total contract amount per every week of delay till the penalty reaches 10% of the total contract amount after which the contract stands cancelled. Such penalty amount may be deducted by the owner from any money due or that may become due to the contractor.

19. **MEASUREMENT AND BILLING**

Wherever mode of measurement is specified the measurement will be taken at site as per latest BIS code of practice for measurement.

The contractor or his representative shall accompany the engineer of KSFDC or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of engineer. If the contractor fails to accompany the engineer of KSFDC for measurements then he shall be bound by the measurements taken by the engineer of KSFDC. The contractor shall raise bill for a minimum payment of 50% of contract amount.

Period of final measurement shall be one month from the virtual completion of the total work.

20. **EXTRA ITEMS**.

Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work. If there is no rate in accepted schedule for any additional or extra items of work ordered to be carried out, then prior to the execution of that work , the rate for the same shall be fixed as mentioned below and entered on a supplemented slip and signed by the contractor and the Managing Director/. This supplemental slip shall be attached to the original agreement and form a part of the same. A Copy of the supplemental slip shall also be given to the contractor rates for authorized extra items additional altered or substituted work as may be ordered shall be determined by the Engineer of KSFDC as follows.

a) In the case of all extra items whether additional, altered, or substituted if accepted rates for identical items provided for in the contract, such rates shall be applicable.

b) In the case of extra items whether altered or substituted for which similar items exists in the contract the rates shall be derived from the original items by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rate of such items.

c) In the case of extra items whether altered or submitted for which similar items do not exist in the contract the rates shall be arrived at on the basis of provisions exists in standard data book and schedule of rates of Public works departments of Kerala current at the time of tender of awarding contract after applying the tender percentage except on cost departmental materials.

d) In the case of extra items whether additional altered or substituted for which the rates cannot be derived from similar items in the contract and only partly from similar items in the contract and only partly from the public work departmental rates the rates for which part or parts of items as are not covered in the schedule of rates shall be determined by the engineer of KSFDC on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents including contractors profit.

e) In the case of extra item whether additional altered substituted for which the rates cannot be derived either from similar items of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of order to carry out the said extra item supported by analysis of the rate claimed and the Owner shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor.

f) In case of the percentage rate contract the rate for extra item shall be arrived at by applying the percentage excess or deduction to the department data rate as per the original schedule on which the tenders were invited.

21. **ELECTRICITY AND WATER**

 The KSFDC has already made the electricity connection and water facility to the site at one location. The contractor may use it by making further extensions if required at his own arrangements.

22. **INSPECTION AND TESTING**

 The Owner/ his authorized representative shall have all powers to inspect whole / any portion of examine the materials and workman ship of the contractors work at the site or any other place.

23. **CONTRACTORS STORE AND SITE OFFICE**

Suitable area near the site of work shall be allowed to the contractor free of cost for storing his tools and plants materials for his site office and cement godown. However the structure and locking facilities will be provided by him at his own expenses and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft fire etc., The contractor however will have to dismantle the shed and vacate the land of all debris etc at his own expenses after completion of work.

This notice inviting tender will form part of the tender document and the agreement executed by the successful tenderer.

I/We hereby declare that I/We have read and understood the above instructions and the terms and conditions mentioned hereunder are binding to me/us.

 **Signature of the Tenderer**

1. **SUMMARY OF NOTICE INVITING TENDER**

**1. Defects Liability Period : 12 Months.**

**2. Period of final measurement and valuation : One Month.**

**3. Date of Commencement of Work : From the 3rd day of issue of**

 **Work Order**

**4. Period of Completion of Works : 10[Ten] days from the date of issue**

 **of work order.**

**5. Penalty :1 % of the total contract value per**

 **Week up to a maximum of 10%.**

**6. Retention Money : 10% of each running bill amount.**

**7. The firm period of tender : 90 days from the date of**

 **submission**

**8. Escalation : No escalation**

**Contractor**

1. **ELIGIBILITY TO TENDER**
2. The contractor should have valid electrical contractors license (B Class or C Class ) for undertaking such works. Documentary evidence for the same shall be furnished.
3. Contractor shall submit relevant documents about the experience in this filed. Attach certified copies of the work undertaken and satisfactory completion certificates with regard to quality, duration and satisfaction of the clients with photographs of the completed works.
4. Tenders from those who do not comply with these eligibility conditions will be rejected.
5. **TERMS & CONDITIONS OF CONTRACT**

1. Rates once quoted shall be final and shall not be revised under any circumstances. The rates quoted shall be valid for a period of three months. The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specification.

2. The successful contractor shall start the work with in 3 days of the date of the issue work order and on executing an agreement with the owner. If the agreement is not executed with in the time specified the work order will be cancelled without any notice and the EMD will be forefeited.

3. The contractor should not sub-contract the whole of the contract: The contractor shall not sub-contract any part of the works without the written consent of KSFDC and such consent, if given, shall not relieve the contractor from any liabilities or obligation under the contract and the contractor shall be responsible for the act, defaults and neglect of the subcontractor, his agents, employees or workmen as fully as if they have the acts, defaults or neglects of the contractor on his agents, servants or workmen.

4. Specifications approved for work will be issued to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly, The contractor shall give adequate notice in writing to the Engineers for any further or specification that may be required for the execution of the works or otherwise under the contract.

 The contractor must not vary or deviate from the specifications in any respect while executing the work or executing any extra work of any kind what so ever unless authorized by the Engineers of KSFDC.

5. If any of the materials stored at the site by the contractor for the work are found not in conformity with the specifications or in quality, the same shall be removed from the site at the contractor’s cost. All samples shall be supplied by the contractor at his own cost.

6. The setting out of the work will be the joint responsibility of the contractor and the owner, and shall be got approved in writing from the Engineer before starting the work. A site order book must be maintained and always be available at site to record the instruction by the Engineers/KSFDC authorities. The contractor must see that the instruction noted and these are properly carried out.

7. The work shall be carried out without causing any damage to the existing structure and other furniture items. In the event any damage occurs, it shall be responsibility of the contractor to make good all the damages at his own cost. The contractor shall not cause any hindrance to the regular function of the office of KSFDC. The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by KSFDC and as far as it relates to the contractors work.

8. It shall be the responsibility of the contractor for the proper security of his machinery, equipments, implements, materials etc. kept at the site by him for the work.

9. The cost of making any test as per specifications shall be born by the contractor and the contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

10. The rates quoted by the contractor shall be inclusive of all statutory payments like, Income Tax, Sale Tax, KCWW Fund, ESI etc.

11. The work shall not be treated as completed until the site is clear from all materials, rectification of any damage done by the contractors to the work executed have been satisfactorily done by the contractor. The work shall also not be considered as complete until the Engineer has certified in writing that they have been virtually completed and the defects liabilities period shall commence from the date of such certificate.

12. For a period of defect liability commencing immediately after taking over the work by KSFDC, the contractors liability shall be to replace the damaged parts , rectify / reconstruct the defective work that may develop of his own constructions are those of his subcontractors approved by KSFDC arising solely from faulty materials or workman ship’

 The contractor shall bear the cost of such repairs / rectifications carried out on his behalf of site. Immediately upon expiry of the defect liability period the Engineer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

13. The Engineer\KSFDC shall be entitled to make any variation of the quality or quantity of the works or any part there of that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following.

 a) Increase or decrease in the quality of any work including in the contract.

 b) Omit any portion of the work.

 c) Change the characters or quality or kind of any such work.

 d) Changing the levels, lines, positions and dimensions of any part of the works and

 e) Execution additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

14. In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of contract’s labour (Regulation and Abolition ) Act 1970 Minimum wages Act 1948,payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the State and or/Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary, arrangements, wages, welfare and safety for Labour employed on building and construction works and for bonus ,retirement benefits, retrenchments / lay off compensations and all other matter involving liabilities of Owners to employees. The rules and the other stationary obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contract.

15. The contractor shall be responsible for the safety of all employees and / or workers employed or engaged by him on and in connection with the works and shall forthwith report all case of accident to any of them, however caused and whenever occurring, to the Engineers or representative of KSFDC and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

16. The contractor shall at all times indemnify and keep indemnified the owner against all claim for compensation under the provision of the workmen compensation Act, 1923 or any other law for the time being in force by or in respect of any workmen employed by the contract against all cost and expense or penalties incurred by the Owner in connection their with. In any case in which ,by virtue of the provision of the said Act, the Owner is obligated to pay to pay compensation to a workman employed by the contractor in executing the works, the owner shall recover from the contractor the amount of compensation so paid and without prejudice to the rights of the owner under the said Act. The owner shall be liberty to recover such amount or any part thereof by deducting it from the security deposit or otherwise without prejudge to any other remedy that may be available to the owner, in the law. The owner shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the owner full security for all cost for which the owner might become liable in consequence of contesting such claim.

17. The owner shall not be liable for in respect of any damages or compensation payable as per regulation or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractors, and the contractor shall indemnify and keep indemnified the owner against all such damage and compensation and against all claim, demands, proceedings, cost, charge and expenses whatsoever in respect the of or in relation thereto.

18. If the contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular item or items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carryout his obligation under the contract, then it shall be lawful for the KSFDC to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, incase the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the instruction immediately, then the KSFDC shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the KSFDC shall have the right to execute this item or items through another agency or agencies including its own department. Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through any other agency or agencies including its own department, shall be debited to contractor’s account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to KSFDC

* 1. It is the contractor’s responsibility to maintain proper discipline and good behavior of the laborers and the staff, and the owner reserves the authority to expel any labourer or staff of the contractor from the site for misconduct or for misbehavior.
	2. Any disputes or differences whatsoever arising between the parties out of or relating to the works, interpretations and operations or effect of any of the terms in this contract or breach thereof and all claims and benefits which arises out of the contracts for the work but which are disputed, shall be settled by Courts of Law having jurisdiction in Thiruvananthapuram. The Court verdicts are binding on all parties.

I/We hereby declare that I/We have read and understood the above terms and conditions and binding on me/us.

1. **SPECIAL CONDITIONS**

1. The Contractor is expected to visit and examine the site and satisfy himself as to the conditions of the site, the extent and magnitude of the work very meticulously and shall obtain generally his own information on all matters effecting the execution of the works.
2. **The Contractor should submit relevant documents about his license and the experience in this field. Attach certified copies of work order and satisfactory completion certificates in respect of quality, time and satisfaction of client with photographs of completed works.**
3. **The Contractor shall submit schemes of electrical works if necessary to the Electrical Inspectorate and obtain approval from Electrical Inspectorate as part of this contract.**

1. The rate quoted by him for the work in the schedule shall include all the cost and overheads for execution in the existing structure. No extra charge paid in consequence of any of these points or as the ground of insufficient description will be allowed.
2. **Time is deemed to be the essence of this contract and the whole work shall be completed with in the time stipulated. If the completion of the contractor delayed the KSFDC reserves the right to impose penalty with the relevant clause of the contract.**
3. The works shall be done true to line and level. The periodical checking of these by the Engineer shall not absolve the contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line and level, the contractor shall make good the discrepancy without any compensation for the additional work if any involved.
4. The quality/brand of items to be installed are given alongwith the tender schedule.All materials before using incorporated in the work shall be inspected and if necessary tested before approval by the Engineer. Any work on which such materials are used without prior inspection and without approval is liable to be considered as objective and not acceptable.
5. The contractor has to make his own arrangements for supply of all materials. The contractor has to bear all the related cost for transporting, storing etc. **Samples of all materials used for wiring, lights, switch boards, fans, switches, etc shall be got approved by the Engineers of the KSFDC before proceeding with the works. Defective materials supplied shall be immediately removed from the site.** Approved samples of all materials shall be deposited with the KSFDC
6. Chipping of the walls, columns etc and fixing plugs should be done carefully with proper tools without damaging the existing structures.
7. The contractor has to make own arrangements for scaffolding for the required area and heights. The contractor has to bear all the related costs for transporting, storing etc of the scaffolding and other materials.

1. After the works are completed all the floor should be cleaned by removing all waste materials outside the periphery of the cleared area.
2. The contractor should take care of all fixtures fixed till they were finally taken over by the owner.
3. **The contractor should arrange the works in co-ordination with the other agencies working at site.**
4. **The contractor should inform the KSFDC in writing, the name of the site agent, who should be responsible for implementing the instructions at the site.** The agent should also ensure the discipline of the contractor’s workers at the site and coordinate the works and avoid any hindrance to other agencies working at the site.
5. All the conditions other than specified in this tender are same as those current in the KSFDC.

I/We hereby declare that I/We have read and understood the above terms and conditions and binding on me/us.

**Place:**

**Date: Signature of the Tenderer**

## PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

 Preliminary agreement executed on this … **day of** ……………..… **Two thousand fifteen** between THE **KERALA STATE FILM DEVELOPMENT CORPORATION LTD. (KSFDC), VAZHUTHACADU, THIRUVANANTHAPURAM** (Hereinafter called owner) on one part and ……………………………………………………………………. ………………… ………………………………………………………………………………(Name and address of the Tenderer) (Hereinafter called the Bounden) on the other part.

Whereas in response to the Tender notification no. ……………………………… dated …………. the bounden has submitted to the KSFDC a Tender for the work of the Electrical works of the Electrical works of film musuesm at Chithranjali Studio, Thiruvallam,  **Thiruvananthapuram**

 Head Office of KSFDC at Vazhuthacaud,  **Thiruvananthapuram** ……………… ………………………………………………………………. …………………… specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the KSFDC a sum of Rs. ………………. As earnest money for the execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the KSFDC.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

 1. In case the tender submitted by the bounden is accepted by the KSFDC and the contract for ……………………………………………………………………………………… is awarded to the bounden, the bounden shall within 3 days of acceptance of his tender execute an agreement with the KSFDC incorporating all the terms and conditions under which the KSFDC accepts his tender.

1. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KSFDC shall have power and authority to recover from the bounden any loss as determined by the KSFDC by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
2. All sum found due to the KSFDC under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the KSFDC may deem fit.

 In witness whereof the Kerala State Film Development Corporation and Shri. …………………………………….the bounden have hereunto set their hands on the day and year first above written.

Signed by : …………………………………………………

In the presence of witness

1. ................................

2. ................................

Signed and delivered by Sri....................................…………., Contractor.

 In the presence of witness.

1............................

2............................

1. **TENDER FORM & SCHEDULE**

**The Managing Director**

**KSFDC Ltd**

**Vazhuthacaud**

**Thiruvananthapuram -14**

Dear Sir,

Sub: Tender no.………………………… dated ……….. for the Electrical works of film museum at Chithranjali Studio, Thiruvallam,  **Thiruvananthapuram**

 ……………………………………………………………………………

With reference to the tenders invited by you for the above proposed work,

I/We write this after having:

1. Examined the detailed specifications, schedule of quantities, Notice inviting tender, terms and conditions and the Special conditions of contract drawings annexed there to (herein after called the Contract documents)
2. Visited and examined the site of the proposed work and present conditions of the site and
3. Acquired the request information as affecting tender.

I/We undertake to complete the whole of the work as per the attached schedule from the date of issue of intimation by you that our offer has been accepted and upon received possession of site. I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay agreed ‘Liquidated Damages/Penalty’ for the period during which the work shall remain incomplete.

I/We further agree to the deduction of 10% from the interim payment towards the ‘Retention money’ which will be returned as per the relevant clause in the agreement.

The EMD of Rs…………….. as DD No………………… dated …………… Drawn on ……………………………… deposited with KSFDC along with our tender documents which amount does not bear any interests should I/We fail to execute the contract when called up on to do so. I/We agree that this sum shall be forfeited by me/us to KSFDC. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to KSFDC, or if after the tender is accepted. I/We fail to execute the agreement as provided in the conditions, I/We agree that the Managing Director shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, and also so to recover from me the entire loss that may be caused to KSFDC by re-tender or re-arrangement of the work or otherwise under revenue recovery act or as otherwise as decided by KSFDC.

Best regards,

Date:

 Signature of the Tenderer

Address

1. RECOMMENDED MAKES OF MATERIALS

|  |  |  |
| --- | --- | --- |
| Sl.No. | ITEM DESCRIPTION | RECOMMENDED MAKE |
| 1. | Wires, Cables (1.1KV grade) | Finolex, V-Guard, RR Kabel, Q flex |
| 2. | Switches, sockets, step type regulator | Legrand, Crabtree, MK, ABB, Anchor, Northwest, Oris |
| 3. | MCB, ELCB | Legrand, L&T, Hawells, ABB |
| 4. | Light fittings  | Philips, Bajaj, Wipro,CG. GE |
| 5. | DBS | Legrand, Hager, Mechin, Gerio, Siemens, ABB |
| 6. | MCB, ELCB | Legrand, Hager, Mechin, Gerio, Siemens, ABB |
|  |  |  |