

**KERALA STATE FILM DEVELOPMENT  
CORPORATION Ltd,  
CHALACHITRA BHAVAN, VAZHUTHACAUD,  
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**Tender No. 6921/T1/11/KSFDC dt: 19/06/2025**

**TENDER DOCUMENTS FOR THE MAINTENANCE  
WORKS TO PREVENT THE BUILDING LEAKAGE AND  
FALSE CEILING OF WASH ROOM KALABHAVAN**

**KERALA STATE FILM DEVELOPMENT CORPORATION LTD**  
**VAZHUTHACAUD, THIRUVANANTHAPURAM – 695 014**

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<b>Tender No: 6921/T1/11/KSFDC</b>	<b>Dated :19/06/2025</b>
Name of work	Maintenance works to prevent the building leakage and replacement of false ceiling work of wash room Kalabhavan theatre, Vazhuthacaud, Trivandrum
Probable amount of contract	<b>Rs. 1,09,792/- (Inc GST)</b>
Earnest money deposit	<b>Rs.2,326/- (2.5%)</b>
Time of completion	<b>21 Days for Leakage rectification work</b> <b>03 Days for False Ceiling work</b>
Last date and time of submission of Tender	<b>3.00 PM on 30/06/2025</b>
Date and time of opening of Tender:	<b>3.30 PM on 30/06/2025</b>
Cost of tender documents	<b>Rs.590/- (inclusive of GST)</b>
Receipt of tender	<b>The Managing Director</b> <b>Kerala State Film Development Corporation</b> <b>Vazhuthacaud, Thiruvananthapuram -14</b>

## **1.0 NOTICE INVITING TENDER**

- 1.01 Tenders on percentage rate are invited on behalf of Kerala State Film Development Corporation Ltd. (KSFDc), Vazhuthacaud, Thiruvananthapuram for **“Maintenance works to prevent the building leakage and replacement of false ceiling of wash room of Kalabhavan Theatre”**. The last date of receipt of tender is **30.06.2025 at 3.00 p.m.**
- 1.02 The information given is only indicative. The tenderers are required to visit the site and familiarise themselves with the site conditions, nature of substrata, availability of construction materials, etc. before quoting. The drawings, conditions of contract, schedule of quantities and the specifications may be carefully studied before they quote their rates. No claims for extra compensation over and above the quoted rates on the ground that the tenderers have misjudged site conditions, nature of substrata, tender conditions or any other reason for any item of tender will be entertained by the OWNER.
- 1.02 Tenderer can directly visit **Kerala State Film Development Corporation Ltd., Chalachithra Kalabhavan, Vazhuthacaud** or visit [www.ksfdc.in](http://www.ksfdc.in) to download the tender form. In such an instance, the cost of the Tender Form should be submitted separately as a DD/receipt.
- 1.03 Tender shall submit duly filled tender form, DD/receipt of the amount of the form price (Tender Fee) and deposit (EMD), copy of identity card of the person participating in the tender and documents mentioned in the tender. The tender must be received in a sealed envelope with heading “Maintenance works to prevent the building leakage and replacement of false ceiling of wash room of Kalabhavan theatre” send to “ The Managing Director, Kerala State Film Development Corporation, Vazhuthacaud, Thiruvananthapuram -14” on- **30/06/2025 before 03:00 PM**. Tenders without the price of the tender form and deposit will be unconditionally rejected.
- 1.04 Any tender received after the due date and time will be rejected.
- 1.05 Tender documents shall contain the following details: -
1. Earnest Money Deposit & cost of tender document through DD/Receipt as specified.
  2. Sealed & signed Tender documents
  3. A preliminary agreement duly executed on non-judicial stamp paper of value not less than Rs. 200/- as per Pro-forma attached.
- 1.061 The sealed tenders will be opened and inspected on **30/06/2025 at 03:30 PM** and only the tenderers or their representatives will be present. If for any reason the day of opening and inspection of the tender falls on a holiday, the tender will be opened and inspected on the next working day.
- 1.062 The deposit of the remaining tenders, except for the first three tenders with the highest amount, will be returned on that day.
- 1.063 The Managing Director of KSFDc has the power to cancel the tender process, reject any tender, suspend or cancel the tender process without giving any reason.

- 1.064 The person who secures the tenders subject to approval shall deposit the tender amount plus 18% GST in the bank account of KSFDC by DD or RTGS. If the tender amount is not paid within the specified time limit, the deposit shall be forfeited and the secured tender shall be cancelled without any notice.
- 1.065 In case of any dispute with the tenderer, the decision of the Managing Director of KSFDC will be final
- 1.066 If there is no competitive nature, the tender process will be cancelled.
- 1.067 KSFDC reserves the right to change/add to the above conditions. The Managing Director shall have full authority
- 1.07.01 After the 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 tenderer and other persons not officially concerned with such process.
- 1.07.02 Subject to **Kerala State Film Development Corporation Ltd. -KSFDC's** right to accept any tender and 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 resources to carry out the contract effectively.
- 1.07.03 Prior to the expiry of the period of validity of the Tender the **Kerala State Film Development Corporation Ltd. (KSFDC), Vazhuthacadu** will notify the successful tenderer in writing by registered letter that his tender has been accepted. This letter (hereinafter referred as letter of acceptance/work order) shall name the sum, which the **Kerala State Film Development Corporation Ltd. (KSFDC)**, 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 between **Kerala State Film Development Corporation Ltd. (KSFDC)**, and the tenderer.
- 1.07.04 Before commencing the work and within a week after the letter of acceptance of the tender has been intimated to him, the tenderer shall make a security deposit as given in Clause 1.11 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".
- 1.07.05 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to the Kickstand fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to the **KSFDC** results the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by any other suitable course of action including legal proceedings.
- 1.08. Tenders not properly filled up mutilated with incorrect calculations or generally not complying with the conditions of tender are susceptible to be rejected.

- 1.09 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par, which the rate given in the schedule by a single entry at the bottom of the last page of the schedule may be made under the head quoted rate. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever. The rate thus quoted will be deemed to include the cost of all materials, labour, hire charges for all machineries, cost of fuel, power, all leads and lifts, taxes, levies, royalties, over heads, contingencies, profits etc. and the quoted prices are all inclusive. The total contract price shall also be worked out and entered in the last page of the schedule.
- 1.10 If the tender is made by an individual it shall be signed with his full name and his complete address shall also be given. If it is made by a 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 of the other partners of the firm and attach a copy of "Power of Attorney" with the tender authorising him to sign on behalf of the other partners. If the tender is made by a private company/public company, it shall be signed by a person on behalf of the company having necessary authorisation or power of attorney to do so.

#### **1.11 EMD**

**01. Earnest Money Deposit as prescribed through tender process.**

02. EMD of unsuccessful tender will be refunded without any interest on the finalisation of the contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.
03. EMD deposited with the owners will be forfeited if a bidder withdraws his bid during the period of validity specified, if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

**04. Performance Guarantee/Security Deposit**

Tenderer should deposit Rs.2326/- towards EMD. If the tender is finalized, the tenderer shall submit. 5% of the contract value as performance guarantee. (Atleast 50% of the performance guarantee will be in the form of treasury fixed deposit and rest in the form of Bank Guarantee). In addition to the performance guarantee, security deposit of 2.5% of the gross amount shall be deducted from the running /final bill of the contractors. ( Final claims till expiry of defect liability period. Security deposit can be released against the Bank Guarantee on its accumulation of minimum amount of Rs.5 lakh. The minimum amount of bank guarantee shall not be less than Rs.5 lakh at a time.)

- 1.10 All the deposits of E.M.D, SECURITY DEPOSIT and Performance Guarantee will not bear any interest whatsoever. This shall be released only after the expiry of Defect Liability Period.
- 1.11 Income- tax at the rate prevailing at the time of payment will be deducted from each of the running bills and the final bill.
- 1.12 All statutory payments in connection with the employment of the 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 the necessary premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time. Remittance to labour welfare fund shall be deducted from the bill.

- 1.13 All statutory deductions like I.T, G.S.T, contribution to ESI, KCWW Fund etc shall be made from the amount eligible to the contractor in each part bill at current rates.** The rate of deduction towards work contract tax 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 bills/final bill. ***The contractor shall submit the GST registration along with tender. The GST at prevailing rates is applicable to the contractor.***

**1.14 PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a **period of 3 months** 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, then the **KSFDC**, has the liberty to forfeit the said Earnest Money Deposit.

**1.15 INSPECTION OF SITE**

Every tenderer is expected 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 also go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the **Kerala State Film Development Corporation Ltd. (KSFDC), Vazhuthacaud, Thiruvananthapuram.**

**1.16 QUANTUM OF WORK**

01. A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Consultants/ owner 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 owner without affecting the terms of the contract.
02. The owner 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 will 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 amount. The contractor shall carry out all works as directed by the supervising authority of KSFDC at the same agreed rates.

**1.17 ALL INCLUSIVE RATES**

The contractor's rate must be firm and must include the cost of transportation of material to the site, ***all taxes such as GST 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. ***It should be clearly understood that any claim for extra or any additional tax, etc. shall not be entertained in any case whatsoever once the tenders are opened. The contractors***

***shall submit final invoice to KSFDC shown the GST registration no. of contractor and KSFDC before pass the final bill amount.***

#### **1.18 INTERPRETING SPECIFICATIONS**

01. In interpreting the specifications, the following order of decreasing importance shall be followed:
  - a. Specifications mentioned in the schedule of quantities,
  - b. Special conditions of contract,
  - c. Technical Specifications,
  - d. Drawings.
02. Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the supervising authority shall be final.
- 1.19 No alterations shall be made by the tenderer 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 additional conditions attached, the tender is liable to be rejected.
- 1.20.01. The acceptance of a tender rests with the Authorised representative of KSFDC 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 whatsoever.
- 1.20.02. The authorised representative of the KSFDC reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.
- 1.21 The work shall be carried out under the direction and supervision of the KSFDC or their representatives at site. On acceptance of the tender, the contractor shall intimate in writing the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
- 1.22 The Supervising Authority'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 including the standards prescribed by the BIS.

#### **1.23 SUB-LETTING**

No part of the contract shall be sublet without the written permission of the KSFDC nor shall transfers be made by the Power of Attorney authorising others to carry out the work or receive payment on behalf of the tenderer.

#### **1.24 DEFECTS LIABILITY PERIOD**

Any defect developed within **'Defect Liability Period' of 36 months** will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, immediately on pointing out, the KSFDC or their representative shall get the work done at the risk and cost of the contractor.

#### **1.25 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.

#### 1.26 OCCUPATION IN PART

If the Kerala State Film Development Corporation Ltd. (KSFDC), wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with the Kerala State Film Development Corporation, and hand over the same to the Kerala State Film Development Corporation, without affecting any of the clause of contract agreement.

#### 1.27 QUALITY OF MATERIALS USED FOR THE WORK

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.

1.28 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.

#### 1.29 PERIOD OF COMPLETION

Time is the essence of this contract. **The completion period shall be 30 Days.** Commencement of the work shall be considered from the 5<sup>th</sup> day of date of letter of acceptance. The contractor shall draw a detailed schedule of programme within one week of date of issue of work and submit to the Kerala State Film Development Corporation or his authorised representative. The contractor shall also submit within a weeks from the date of issue of work order bar chart for the execution of the work and a programme for procurement of material and deployment of labour.

#### 1.30 PENALTY FOR DELAY

If the contractor fails to complete the work within the period of completion or within any extended time allowed, the **contractor shall pay the owner as penalty an amount equivalent to 1% of the contract value of the work for every week of delay or part thereof in the case of each item of work subject to a maximum of 10% of contract value** of that part of the work for the period during which the work shall remain unfinished. Such amounts may be deducted by the owner from any money due or that may become due to the contractor.

#### 1.31 CONTRACTOR'S STORE AND SITE OFFICE

Suitable area in the site of work shall be allowed to the contractor free of cost for constructing temporary sheds for storing his tools and plants, materials site office and cement Godown. However, these structures 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 will also have to dismantle the sheds and vacate the land of all debris, etc. at his own expense after completion of work.



### 1.32 MEASUREMENT AND BILLING

01. Wherever mode of measurement is specified, the measurement will be taken at site as per the latest BIS code of practice for measurement.
02. The contractor or his representative shall accompany the Engineer authorised by the 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 direction of the Consultant. If the contractor fails to accompany the Engineer for measurements, then he shall be bound by the measurements taken by the Engineer of KSFDC or their representative.
03. The contractor shall raise bills for a minimum payment of 50% of contract amount.
04. Payment towards all interim bills will be made by the KSFDC Minimum value of 50% of the contract amount.
05. Period of final measurement and evaluation of final bill shall be 45 days from the time of completion of the project.

### 1.33 EXTRA ITEMS

01. Any item of work that do 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 KSFDC or his representative 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 KSFDC or his representative shall be carried out by contractor. No such variation will violate the contract.
02. Extra items of work thus carried out by the contractor will be paid at the rates worked out by the KSFDC at the schedule of rates as in tendering in the following manner.
03. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are provided for 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 adjustment of cost of affected components, on the basis of provisions of standard data book and schedule of rates followed by the Public Works Department of Kerala. While working out the rate on the above basis, an allowance of 15% of rate worked out will be added towards contractor's overheads, profits and establishment taken together. The percentage excess or deduction 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 rates can only be partly derived from similar items in the contract and PWD data and schedule of rates and partly from market rates, the rate will be worked out as follows:-

The contractor will immediately after the execution of the work as mentioned in 1.33.01 above shall communicate to the engineer and consultant the rate claimed for the item with supporting documents as regards the prevailing market rates. The Engineer or the KSFDC shall examine these records and work out the rate in the following manners.

As regards the first part involving items in the PWD data and schedule of rates, the rate will be worked out as given in 1.33.04. or 1.33.05. As regards the second part involving market rates the rate will be worked out as given in 1.33.06.

06. In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provisions of standard data book and schedule of rates approved by Public Works Department of Kerala by adding

15% towards overheads profits and establishment charges and applying the Contractor's quoted percentage above or below.

07. In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived either from similar items of work in the contract and or from the Public Works Departmental schedule or rates, the rate 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 1.33.01 above shall communicate to the Engineer/ Consultant the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the KSFDC shall determine, the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor and forward the same to Contractor. In case the requirement of labour for such item is available in the PWD Data book this shall be taken as the basis for working out rate. If this is not available observed data during the actual execution of work will be taken as the basis. An allowance of 15% will be added towards contractors, overheads, and profit and establishment charges taken together. The percentage excess or deduction of the contract rate over the estimate rate shall not be applied in this case.

#### 1.34 INSURANCE

The successful contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the KSFDC and the contractor, and the original policy shall be deposited with the KSFDC.

- 1.35 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 above are binding on me/us.**

Date :.....2025

**SIGNATURE OF THE TENDERER**

## SUMMARY OF NOTICE INVITING TENDER

- |  |   |
|--|---|
| 1. Defects liability period                                  | : 36 months from the date of completion of work.  |
| 2. Period of final measurements and Evaluation of final bill | : 45 days   |
| 3. Date of commencement of work                              | : 5 <sup>th</sup> day from the date of work order |
| 4. Period of completion of work                              | : 1 month   |
| 5. Interim Payments  | : Minimum value of 50% of contract amount.        |
| 6. Earnest money deposit                                     | : <b>RS 2326/-</b> as per tender process          |
| 7. Performance guarantee                                     | : 5% of contract value.                           |
| 8. Security deposit  | : 2.5 % of each running bill/final bill           |
| 9. Firm period of tender                                     | : Three months from the date of Tender            |
| 10. Escalation   | : No Escalation                                   |