

## **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. The unpriced bid complete in all respects showing all technical details and supply conditions should be submitted by all tenderers without fail.
4. 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.
5. **Tender: -**
  - a. Every tender shall be made in English. **The interested bidders can do a site inspection before submitting tender, so as to have a proper understanding of the site and necessary requirements.**
  - b. If the Tenderer is a firm or company, the tender documents to be submitted by the authorized signatory of the firm.
  - c. Tenders not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.
  - d. 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.
  - e. On the due date of opening, the tender will be opened.
  - f. 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.
  - g. Companies/Firms/Sole Proprietorships blacklisted/ordered for blacklisting by Govt. of Kerala or SIFL cannot be considered.
  - h. SIFL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
6. **Specifications: -**

All details provided by the tenderer should strictly comply with the requirements provided by SIFL in tender enquiry. Deviations if any regarding technical parameters should be clearly mentioned in the bidders offer or otherwise that offer is likely to be ignored.

**7. GST, ESI and IT as per Rules.**

**8. Tender Fees and EMD (Earnest Money Deposit) :-** Tender shall be submitted along with EMD in the form of a crossed DD of Rs.8,750/- (Rupees Eight Thousand Seven Hundred and Fifty Only and tenderers are required to remit an amount of Rs.1180/- (Rupees One Thousand One Hundred and Eight Only) in favor of STEEL & INDUSTRIAL FORGINGS LTD, Payable at Thrissur or EMD can be remitted in Finance Department of SIFL. The receipt/DD shall be attached along with the bid.

- a. Earnest Money Deposit will be forfeited 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.
- b. Tenders received without EMD and Tender Fees will not be considered.

**9. Bidders' Terms & Conditions: -**

Bidder's should upload scanned copy of 1) Tender enquiry, 2) Terms and Conditions, 3) BOQ and 4) Other documents if any as well as anything else specific to tender (Technical parameters of supply, Scope of work, Similar works carried out, company profile, payment, lead time required for work, etc.) in your letterhead with authorized signatory, along with an unpriced bid to the Technical cover.

**10. Works which are not covered in the bidders' scope of work to be specified separately.**

**11. Safety:**

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.

12. On completion of project the contractor shall clear all debris from site to the satisfaction of SIFL/Owner.
13. Sub-letting of work of any nature is strictly forbidden.
14. 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.
15. The conditions in respect of quality of work, approved brand of material to be used etc. as stipulated by the Owner should be complied.
16. 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.
17. 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.
18. **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.
19. **Defect Liability Period:**  
Any defect developed within 'Defect Liability Period' of 1 year 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.
20. 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.
21. 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.

**22. Scope of work: -**

The scopes of work covered in the contract are Design, Supply, Erection & Commissioning of Fire Fighting System. Liasoning and getting statutory approvals from the Fire and Rescue Department as per the National Building Code of India are the responsibility of contractor. All statutory clearance should be obtained before starting the work. The Site plan, Plant layout, Machineries details and Load details is attached with the tender.

**23. Qualification of bidder: -**

Experience of having successfully completed similar works (Copy of completion certificates from clients for the work done shall be submitted) in nature and value for Government departments, Government undertaking and reputed private sectors etc. The contractors should have well experienced Qualified Engineer for supervising the work. These details are to be furnished along with technical bid, otherwise bidder will be disqualified.

**24. Quality Assurance:-**

Materials and equipment shall confirm to the latest IS, Contractors should be submitted all materials test report.

**25. Security Deposit:**

The successful tenderer on receipt of the letter of acceptance will deposit an amount of equal to 5% of the probable value of contract, in the form of crossed demand draft drawn in favor of SIFL, payable at Thrissur.

**26. Invoice/Bills: -** Should be submitted in triplicate, after completion of work.

**Payment: -**

- a) 40% Payment after completing of piping, installation of pumps etc.
- b) 50% Payment after completing all works and obtaining the NOC from the Fire and Rescue Department.
- d.) 10% releases after retention period of One year or against submission of performance Bank Guarantee to work satisfaction for equal amount valid for the guarantee period.

**27. Period of completion: -** one month from the date of Work Order.

**28. LD Clause: -**

Delay in completion of work will be subjected to Liquidated Damages @0.5% of Work Order Value per week of the delay, subject to maximum of 10 % of the total order value.

**29. 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.

**30.** We reserve ourselves the right to accept or reject any tender without assigning any reasons.

**31. 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.

**DGM (MKTG/ENG:)**