

KERALA STATE ELECTRICITY BOARD LTD

**OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT MANAGEMENT UNIT
KOZHIKODE**

E-Tender No. PMU/KKD/e-Tender/30/2024-25 Dtd 26-12-2024

Bid Documents

For

**HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT
THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION
THAMARASSERY.**

Work Code:- CW-6610-202425-124

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NOTICE INVITING TENDER

1	Tender No	PMU/KKD/e-Tender/30/2024-25 Dtd 26-12-2024
2	Name of work	HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION THAMARASSERY.
3	PAC	Rs. 884326 /- (excluding taxes)
4	Bid Submission fee	Rs 1800/- + GST @ 18% (Total Rs.2124/-)
5	Earnest Money Deposit	Rs. 22200/-
6	Document Download Start Date	27-12-2024 05.00PM
7	Bid Submission Start Date	28-12-2024 11.00AM
8	Bid Submission End Date	08-01-2024 03.00PM
9	Date & Time of Opening Bid	15-01-2025 11.00AM
10	Time limit for completing the work	120 days
11	Availability of tender documents	Can be downloaded from the website etenders.kerala.gov.in from Document Download Start Date.
12	Name of office inviting tender	Office of the Executive Engineer, Project Management Unit, KSEB Ltd, Kozhikode

All communications shall be addressed to "The Executive Engineer, Project Management Unit, KSEB Ltd., Kozhikode. " only.

Kerala Government Public Sector Undertakings are exempted from furnishing EMD. The EMD and the non refundable Tender document fee shall be remitted online through Internet Banking. Mode of payment other than Internet Banking will not be allowed. **Bidder should ensure that tender document fee and EMD are remitted as one single transaction and not separate.** Separate or split remittance for tender document fee and EMD shall be treated as invalid transaction. The online payment may be exercised at least 48 hours before the closing date of the bid to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system.

All the tender documents are to be submitted online only and in the designated Covers/envelopes on the above website and no manual submission shall be entertained.

The scanned copy of Bid agreement executed in Kerala stamp paper worth Rs.200/- in each and all certificates /documents mentioned elsewhere in the bid document are to be attached along with the bid through online. The bid shall be opened online at the office of The Executive Engineer, Project Management Unit, KSEB Ltd, Kozhikode on the date and time mentioned above.

Bidders are requested to download tender documents, fill the required columns and spaces electronically itself, save the changes and upload the same with digitally signed in each page. If this method is used, printing of documents, signing, scanning and uploading can be avoided.

Originals of all Agreements in stamp paper, enclosed in a sealed envelope indicating E-tender Number shall be submitted to The Executive Engineer, Project Management Unit, KSEB Ltd., Vidyuthi Bhavanam, Gandhi Road, Kozhikode before the bid opening date.

All bidders participating in the tender should have a valid Digital Signature Certificate (DSC) availed from an approved Registration Authority under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. For more details about the e-tendering procedure, please contact: -

Kerala State IT Mission,

e- Government Procurement PMU & Help desk,
Basement Floor of Pension Treasury Building, Uppalam Road,
Statue, Thiruvananthapuram.

Phone – 0471-2577088/2577188/2577388

Kerala State IT Mission

e-government Procurement Support Centre ,
Infopark Technology Centre, 18 C , Sector E Hall,
JNI Stadium Kaloor, Ernakulam.

Phone - 0484-2336006/2332262

on all working days from 10.30 AM to 5.00 PM

**Executive Engineer
Project Management Unit
Electrical Circle
Kozhikode.**

Application Form

(To be filled by the applicant)

To

The Executive Engineer
Project Management Unit,
KSEB Ltd., Vidyuthi Bhavan
Kozhikode-673011

Sub: - Bid documents for HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION THAMARASSERY.

I/We do hereby tender to execute the works enumerated in the BOQ accompanying in accordance with the terms in your tender notification and specifications and conditions of contract in force.

Enclosed please find the documents listed below for perusal and consideration. We agree to abide by the terms and conditions as stipulated in these documents and to be prescribed by the KSEB Ltd from time to time in this respect.

List of documents enclosed:

Name and Address of Bidder

Place:

Date:

1.Invitation for Bids

E-Tender No. PMU/KKD/e-Tender/30/2024-25 Dtd 26-12-2024

1.Scope of Bid

1.1 The Kerala State **HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION THAMARASSERY.”** The work includes Stringing, Testing and Commissioning of about 3.5 km of Covered Conductor ACSR Racoona (XLPE INSULATED) /Covered Conductor - 11kV 99 Sq.mm AAAC at Thamarassery and Chamora feeder and associated works under Electrical section, Thamarassery. The length may vary slightly as per site conditions at the time of execution.

1.2. The period of completion of work shall be 120 days from official date of commencement which is reckoned as 15 days after issue of work order.

1.3 Bids not covering entire scope of the project shall be treated as incomplete and hence, are liable to be rejected.

2. Source of Fund

The Scheme will be implemented and supervised by the Kerala State Electricity Board Ltd.

3. Eligibility and qualification of bidders.

This invitation for bid is open to all eligible bidders. The intending bidder shall, inter alia, meet the following criteria to qualify for the award of contract.

1. The bidder should have sufficient experience in similar works. In the absence of bidders having experience, bidders having distribution line construction work experience will be considered.
2. The bidder should be an electrical contractor and shall have experience in Electrical works.
3. The bidder should have adequate financial capacity.
4. Firms accepting Board's payment, penalty and completion period will alone be qualified. Tenderer should have the capacity to engage sufficient number of gangs for achieving the target within the time schedule.
4. Capability for timely acquisition/procurement (own, lease, hire etc.) of the essential equipment such as (i)Construction machinery for Electrical works, (ii) Material handling facilities for erection, (iii) Equipment for testing and commissioning.
5. The bidder shall not anticipate a change in ownership during the proposed period of execution of works.
6. The bidder shall furnish supporting documents in respect of experience as above.

5. Earnest Money Deposit

The Earnest Money Deposit (EMD) for an amount of of Rs.22200/- and a non-refundable Bid submission fee of Rs. 2124/- (including GST), Total of Rs. 24324/- (Rupees Twenty Four Thousand Three Hundred and Twenty Four only) shall be remitted online to the account number in the remittance form provided by the e-Procurement system for this particular tender. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions. **Bid EMD must accompany the bounden agreement in sample form given in the Bid Documents, failing which the Bid shall be rejected.**

Kerala Government Public Sector undertakings are exempted from furnishing EMD.

5.Tender issue and Receipt by KSEB Ltd

Tender documents and other details may be downloaded from the website **etenders.kerala.gov.in**. No extension of Tender due date shall be considered on account of delay in receipt of Tender documents online. The Tenderer is advised to submit the tender well before the stipulated time and date to avoid any kind of network issues, traffic congestion etc. In this regard the Board shall not be responsible for any kind of such issues. Kerala State Electricity Board Ltd. reserves the right to cancel/withdraw the Tender without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of KSEB consequently.

**Executive Engineer
Project Management Unit
Electrical Circle
Kozhikode.**

2. INSTRUCTION TO BIDDERS

2.1 GENERAL INSTRUCTIONS

KSEB Ltd hereinafter will receive bids in respect of “Work” as set forth in the accompanying specifications. All bids shall be prepared and submitted in accordance with these instructions.

2.2 SCOPE OF BID

The KSEB Limited invites bids for **“HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION THAMARASSERY.”** as defined in the bid document as 'Work'.

The successful bidder shall complete the works **within 120 days reckoned** from 15 days after the date of work order.

The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all works specified under the accompanying Technical Specifications.

Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive.

- ☐ EMD
- ☐ Performance Security
- ☐ Liquidated damages
- ☐ Defect Liability Period
- ☐ Payment.

KSEB Limited's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

Bids not covering the entire scope of the project shall be treated incomplete and hence, are liable to be rejected.

2.3 ELIGIBLE BIDDERS -

The bidders who are eligible as per clause 3 of Section ‘Invitation for bids’

Even though the bidder meets the above qualifying criteria he is subject to be disqualified if he has made:-

- Misleading or false representations in the statements and attachments submitted in proof of qualification requirements and/or record of poor performance such as not properly completing the contract, inordinate delay in supply completion, litigation history of financial failure.

- Notwithstanding anything stated above, Board reserves the right to access bidder's capability and capacity to perform the contract.

2.4 BIDDING DOCUMENTS

The services required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the invitation for Bids, the bidding document consists of

- Instruction to bidders
- General conditions of contract
- Technical Specifications
- Price Bid (BOQ)

2.5 CLARIFICATIONS ON BID DOCUMENTS

Verbal clarification and information given by KSEB Limited or his employee(s) or his representative(s) shall not in any way be binding on KSEB Limited.

2.6 COST OF BIDDING

The bidder shall bear all costs and expenses related to the preparation and submission of the bid, and under no circumstances KSEB Limited be responsible or liable for those costs, irrespective of the conduct or outcome of the bidding process or contract.

2.7 LOCAL CONDITIONS

- 2.7.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. KSEB Limited shall not entertain any request for clarifications from the Bidders, regarding such local conditions.
- 2.7.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by KSEB Limited. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Employer, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

2.8 PREPARATION OF BIDS

2.8.1 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and KSEB Limited shall be written in the English language.

2.9 BID PRICE

- 2.9.1 The contract shall be for "the Works" as described in General terms and conditions of contract. The bidder has to quote for all works. Partial quotation for any site will not be permitted.

- 2.9.2 Price quoted shall be **firm**. No representation for enhancement of rates once accepted will be considered.
- 2.9.3 Bids with fixed price will only be considered.
- 2.9.4 **The bidder shall quote only a single percentage above/below/at the Board's rate given in the price bid in specified column of the Price schedule (BOQ).**
- 2.9.5 The Price quoted by the bidder shall be inclusive of all levies payables such as insurance, freight charges etc. The GST will be paid extra to the PAC to the registered GST bidders.
- 2.9.6 The contractor should quote only the amount excluding GST and TCS. The contractor should mandatorily specify the registration status and to quote GST Registration Number along with the copy of GST Registration Certificate.
- 2.9.7 The items of works, quantity etc., mentioned in price bid are only approximate. The bidder has to execute the work if any needed for actual completion of works. Rate quoted shall apply for all quantities required for completion irrespective of variation and payment will be made as per actual. The Bidder shall fill in the rate and prices for all items of the works described in the specifications and listed in the Price Bid (BOQ).
- 2.9.8 As regards Income Tax, surcharge on Income Tax and any other Corporate Tax, Kerala Construction Workers Welfare Fund etc. KSEB Limited shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes attracted under the provision of law. Tax will be deducted at source.

2.10. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his Bid and KSEB Ltd will in no case be responsible or liable for those costs.

2.11 BID VALIDITY

- 2.11.1 Bid shall remain valid for a period of **180 days** from the date of opening of price bid.
- 2.11.2 In exceptional circumstances, KSEB Limited may request the bidder's to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid EMD. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid EMD for the period of the extension, and in compliance with Clause 2.11 in all respects.

2.12 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 2.12.1 **The Earnest Money Deposit (EMD) for an amount of Rs.22200/- and a non-refundable Bid submission fee of Rs. 2124/- (including GST), Total of Rs. 24324/- (Rupees Twenty Four Thousand Three Hundred and Twenty Four only)** shall be remitted on line to the account number in the remittance form provided by the e-Procurement system for this particular tender. The facility for online payment may be exercised at least 48 hours before the closing date of the bid to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in

the e-procurement system. **Bidder should ensure that tender document fee and EMD are remitted as one single transaction and not separate.** Separate or split remittance for tender document fee and EMD shall be treated as invalid transaction. Kerala Government Public Sector undertakings are exempted from furnishing EMD. Any bid not accompanied by an original Bid-Form, Bid agreement and adequate EMD with correct Bid reference in original shall be rejected by KSEB Limited. The bid shall also be rejected if the provisions of Clause 2.11.2 above are not complied with by the Bidder.

2.12.2 Originals of all BGs /bounden Agreements, bid form in stamp paper, enclosed in a sealed envelope indicating **e-Tender PMU/KKD/e-Tender/30/2024-25 Dtd 26-12-2024** shall be submitted to the Executive Engineer, Project Management Unit, Kozhikode on or before the bid opening date.

2.12.3 The Tenderer shall produce the original copies of documents mentioned elsewhere in The Tender documents, in physical format, if required by the Department for verification.

2.12.4 The EMD of unsuccessful bidder's will be returned as early as possible.

2.12.5 The EMD of the successful bidder's will be discharged when the bidder has signed the Agreement and furnished the required security deposit. The earnest money deposit of the successful bidders can be adjusted towards security deposit that will have to be furnished for the satisfactory fulfillment of the contract. No interest will be paid on the earnest money deposit.

2.12.6 The Bid security will be forfeited

- a. If the Bidder withdraws his bid during the period of Bid validity.
- b. If the Bidder does not accept the correction of his Bid price pursuant to Clause 2.17.2 of this section.
- c. In the case of successful Bidder, if he fails within the specified time limit to sign the Agreement, and furnish required performance security.

2.13 ALTERNATIVE PROPOSAL BY BIDDERS

Bidders shall submit offers which comply with the requirements of bidding document, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered.

2.14 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, comparison of Bids and recommendations for the award of Contract shall not be disclosed to bidder's or any other persons not other than officers concerned with such process until the award to the successful has been announced. Any effort by a bidder to influence KSEB Limited in processing of Bids or award decision shall result in the rejection of bid.

2.15 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparisons of bids, KSEB Limited may, at its discretion, ask any bidder for clarification of his bid including the prices in the Price Schedule. Request for clarification and the response shall be in writing, no change in price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors noted by KSEB Limited in the evaluation of the bid in accordance of Clause 2.17.

2.16. EXAMINATION OF BIDS AND DETERMINATION OF SUBSTANTIAL RESPONSIVENESS

- 2.16.1 Prior to the detailed evaluation bids, the KSEB Limited will determine whether each Bid has been properly signed, is substantially responsive to the requirements of the bidding documents and provides any clarification and/or substantiation that KSEB Limited may require.
- 2.16.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affect any substantial way, the scope, quality or performance of work (b) which limits in any substantial way, inconsistent with the Bidding documents, KSEB Limited's right or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of the other bidder's presenting substantially responsive bids.
- 2.16.3 If a Bid is not substantially responsive, it will be rejected by KSEB Limited and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

2.17 CORRECTION OF ERRORS

- 2.17.1 Bids determined to be substantially responsive will be checked by KSEB Limited for any arithmetic errors. Errors will be corrected by KSEB Limited as follows: where there is a discrepancy between the amount in figures and in word, the amount in words will govern.
- 2.17.2 The amount stated in the form of Bid will be adjusted by KSEB Limited in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the bidder does not accept the corrected amount of Bid, his Bid shall be rejected and the bid security will be forfeited.

2.18 CURRENCY FOR BID EVALUATION

Bid price is the sum of all payments to be made to the Bidder. Price should be quoted in Indian Rupees only.

2.19 EVALUATION AND COMPARISON OF BIDS

- 2.19.1 KSEB Limited will evaluate and compare only the bid determined to be substantially responsive.
- 2.19.2 Criteria for Examination, Evaluation and Comparison of Bids - Examination of genuineness and responsiveness
- Before selection of the bid for work, the Board will examine all bids for their genuineness and responsiveness.

A genuine bid shall be one which contains.

- Authenticated Documents and data.
- Legally enforceable Undertaking/ agreements wherever required.

A responsive bid :

- Shall be properly signed and dated.
- Shall contain required bid securities in the prescribed manner.
- Shall satisfy to the requirements of the terms and conditions as per the bid documents.
- Shall be provided with all clarifications or substantiation that the Board may require at any time before the award of contract. .
- Shall contain precisely the details and data required to be furnished under schedules.
- Shall be furnished with prescribed agreements executed, proforma filled in and declarations signed.
- Shall conform to all the terms, conditions and specifications of the bid documents without material deviation or reservation.

Only the genuine and responsive bid will be considered.

2.19.3 Evaluation of Price Bid

In the second stage, the schedule of prices offered by the bidder who are qualified in the first stage will be opened. In further evaluation, price bid of the bidders will be evaluated as per relevant clauses provided elsewhere in this document. For selecting the best bid, the prime criterion is the lowest offer. Acceptance of the lowest tender rest with Kerala State Electricity Board Ltd., which is not bound to accept lowest or any tender.

2.19.4 In evaluating the Bids, KSEB Limited will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:

- ☐ Making any correction of errors pursuant to clause 2.17 or
- ☐ making any appropriate adjustment for any other acceptable variation and deviations.
Completion Schedule offered in the Bid
- ☐ Deviations in payment schedule from that specified Conditions of Contract.

2.19.5 Completion Schedule: KSEB Limited desires to have completion of the works at the time specified. Bid offering completion beyond 90 days of period specified in Bid Document will be treated as non-responsive.

2.19.6 Deviation in payment schedule: Bidders shall state their Bid Price considering the payment terms outlines in the Conditions of Contract. Bids will be evaluated on the basis of this price. No alternative payment terms will be accepted. Bids will be rejected if there is any deviation in the payment terms of the Bid Document.

2.19.7 KSEB Limited reserve the right to accept or reject any variation or deviation. Variation and deviation and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for KSEB Limited shall not be taken into account in bid

evaluation.

2.20 AWARD OF CONTRACT

2.20.1 AWARD CRITERIA

KSEB Limited will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Price, provided that such Bidder has been determined to be qualified in accordance with provisions of bid.

2.21 KSEB LIMITED'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

Notwithstanding Clause 2.20, KSEB LIMITED reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidder's or any obligation to inform affected bidder on the grounds for KSEB Limited's action.

2.22 NOTIFICATION OF AWARD

Acceptance of Bid and Award of Contract

On final selection of the bid for the work, the Board will notify the successful bidder at his address given in the bid for communication, that his bid has been selected and accepted by a letter i.e. the letter of acceptance/work order from the agreement authority. The signed copy of which in token of acceptance by the bidder will form part of contract agreement. This letter will contain the sum which the Board will pay to the contractor as per the accepted bid, which is called the contract price and any other conditions, terms etc, on awarding the work, the amount of performance security, date of commencement and completion of works etc. will also be included.

2.23 SECURITY

- 2.23.1 Within 15 calendar days of the notification of award from KSEB Limited, the successful bidder shall furnish to KSEB Limited a security deposit for an amount equivalent to FIVE (5) percent of the contract Price in the form of DD drawn in favour of the Deputy Chief Engineer, Electrical Circle, Kozhikode from a Nationalized Bank or Scheduled Bank except those black listed by KSEBL .
- 2.23.2 Failure of the successful bidder to comply with the requirements of this Clause 2.23.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid EMD and other appropriate penal action.
- 2.23.3 In the event of any dispute arising between KSEB Limited and the contractor, KSEB Limited shall be entitled to deduct from the performance guarantee or the balance thereof until such dispute is determined, the amount of such damages caused, charges and expenses as may be claimed.

2.24 AGREEMENT

In the event of acceptance of particular bid for award of Contract such successful Bidder has to execute Contract Agreement as per conditions within **15 days** along with the Security deposit as per Clause

2.23.1. This agreement shall be executed on non-judicial stamp paper of Govt. of Kerala with stamp paper value as per Amendment of Act 17 of Kerala Stamp Act, 1959 within the period to be specified in the work order. The contractor shall have to pay all stamp duty, lawyer's charge, and other expenses incidental to the execution of this agreement.

2.25 TAXES AND DUTIES

Goods and Services Tax

- ⑩ PAC is exclusive of GST
- ⑩ If all the bidders for a Tender are registered under GST, and uniform GST rate is applicable, Tenders shall be evaluated based on the amount exclusive of taxes.
- ⑩ The payment has to be made to the contractor for total value of work plus the applicable GST, subject to recovery of TDS, other recoveries, etc.

2.26. SITE VISIT

The Bidder is advised to visit and examine the sites of Works and their surroundings and obtain for himself on his own responsibility and risk all information that may be necessary for preparing the Bid and entering into a contract for the Work. The costs of visiting the sites shall be at the Bidder's own expense. He may contact the **Assistant Engineer, Electrical Section, Thamarassery** any assistance in this regard.

KSEB Ltd will not entertain any claim at any stage from the Bidder on the plea of having him not acquainted sufficiently to the site conditions.

2.27 ON line Bid Submission

2.27.1

1. This is an e tender and being published online for the work mentioned in the NIT. The tender is invited in **one** cover system from the registered and eligible contractors through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e procurement portal. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in
2. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-procurement support desk of Kerala State IT Mission over telephone at 0471 2577088, 2577188, 2577388 or 0484 2336006, 2332262 or 0497-2764788 or 0483-

273294 or through email etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

3. Online Tender process:

The tender process shall consist of the following stages.

a. **Downloading of tender document.** Tender document will be available for free download on www.etenders.kerala.gov.in. However the tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

b. **Publishing of corrigendum:** All corrigenda shall be published www.etenders.kerala.gov.in and shall not be available elsewhere.

c. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Bids should be submitted by online only. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

4. The non-refundable bid submission fee (Tender document cost) of **Rs.2124/-** (including GST) shall be remitted for this particular bid. SBI MOPS has been integrated into e- procurement portal and NEFT/RTGS mode has been disabled. Bidders may remit the amount via Multi Option payment system only. All the Tender documents are to be submitted online only and in the designated covers/envelopes on the above website. Tenders/bids shall be accepted only through online mode in the website and no manual submission shall be entertained. The cost of the forms once paid is not refundable on any account, nor will the amount be adjusted towards cost of any other tender form.
5. Every tender should be accompanied by an earnest money as mentioned in the NIT. This shall be remitted to the account number given in the remittance form provided by the e-procurement system for this particular bid. SBI MOPS has been integrated into e- procurement portal and NEFT/RTGS mode has been disabled . Bidders may remit the amount via Multi Option payment system only. **TENDERS WITHOUT SUFFICIENT EARNEST MONEY WILL BE REJECTED.** The earnest money of the unsuccessful Bidders will be returned as soon as possible after the tenders are settled, but that of the successful tenders will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited.
6. **Bidder should ensure that tender document fees and EMD are remitted as one single transaction. Separate or split remittance for tender document fee and EMD shall be treated as invalid transaction.**
7. The bidder shall submit a copy of PAN card of the authorised signatory/firm along with the bid.

8. The bidder shall submit a copy of GSTIN registration details of the authorised signatory/firm along with the bid (for GST registered bidder).
9. The scanned copy of the bounden agreement executed and signed by the bidder on non judicial stamp paper of Government of Kerala worth Rs.200/- and bid form both shall be uploaded. A specimen form of this bounden agreement is attached in the tender documents. Tender without these documents are liable to be rejected.
10. The final acceptance of the tenders rests entirely with the Executive Engineer, Project Management Unit, Kozhikode, Kerala State Electricity Board Ltd. No correspondence shall be entered in to as to why a tender was not accepted.
11. Prospective bidders shall submit their tender on or before the due date and time noted in the tender notice.
12. **Bids without earnest money will be rejected. The earnest money deposit will be checked first and if earnest money particulars are not acceptable, the bid will not be opened.** Scanned copy of Bounden agreement shall be attached in the cover I.

2.27.2 BIDDING PROCEDURE

1. Tender Document fees and Earnest Money Deposit (EMD) :

The Bidder shall pay, a tender document fees of **Rs 2124/-** (including GST) and Earnest Money Deposit or Bid Security of **Rs. 22200/-**.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-payment facility provided by the e procurement system.

State Bank of India Multi Option payment System (SBI MOPS Gateway):

Bidders are required to avail internet Banking facility in any of below banks for making tender remittances in e procurement System.

A)	Internet Banking Options (Retail)		
1	Allahabad Bank	28	Jammu & Kashmir Bank
2	Axis bank	29	Janata Sahakari Bank
3	Andhra Bank	30	Karnataka Bank
4	Bandan Bank	31	Karur Vysya Bank
5	Bank of Bahrain and Kuwait	32	Kotak Mahindra Bank
6	Bank of Baroda	33	Lakshmi Vilas bank
7	Bank of India	34	Mehsana Urban Co-op bank

8	Bank of Maharashtra	35	NKGSB Co-operative Bank
9	Bassein Catholic Co-operative bank	36	Oriental bank of Commerce
10	BNP Paribas	37	Punjab and Maharashtra cooperative Bank
11	Canara Bank	38	Punjab National Bank
12	Catholic Syrian bank	39	Punjab and Sind Bank
13	Central Bank of India	40	RBL Bank
14	City Union Bank	41	Saraswat Co operative Bank
15	Corporation Bank	42	Shamrovital Cooperative Bak
16	Cosmos Bank	43	Sounth Indian Bank
17	DCB Bank	44	Standard chartred Bank
18	Dena Bank	45	State bank of India
19	Deutsche Bank	46	Syndicate bank
20	Dhanalaxmi Bank	47	Tamilnadu Mercantile Bank
21	Federal bank	48	Tamilnadu Co operative Bank
22	HDFC	49	The Kalyan Janata Sahakari Bank
23	ICICI Bank	50	TISB bank (Erstwhile Thane Janata Sahakari Bank)
24	IDBI Bank	51	UCO Bank
25	Indian Bank	52	Union Bank of India
26	India Overseas Bank	53	United Bank of India
27	Indusind Bank	54	Vijaya Bank
		55	YES Bank
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	18	Jammu & Kashmir Bank
2	Bank of India	19	Kayur Vysya Bank
3	Bank of Maharashtra	20	Kotak Bank
4	BNP Paribas	21	Laxmi Vilas Bank

5	Canara Bank	22	Oriental Bank of Commerce
6	Catholic Syrian Bank	23	Punjab & Maharashtra Coop Bank
7	City union Bank	24	Punjab & Sind Bank
8	Corporation Bank	25	Punjab National Bank
9	Cosmos Bank	26	RBL Bank
10	Deutsche bank	27	Shamrao Vitthal Co-operative Bank
11	Development Credit bank	28	South Indian Bank
12	Dhanalaxmi Bank	29	State Bank of India
13	Federal Bank	30	Syndicate Bank
14	HDFC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	Indian Overseas bank	33	UPPCL
17	Janta Sahakari Bank	34	Vijaya bank
		35	Axis Bank

During the online bid submission process, bidder shall select SBI MOPS option and submit the page to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI and Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a. SBI Account Holder shall click **SBI** option to with its Net Banking Facility, where bidder can enter their internet banking credential and transfer the Tender fee and EMD amount.
- b. Other Bank Account Holders: may click **Other Banks** option go view the bank selection page. Here bidders can select from any of the 54 Banks to proceed with its banking Facility, for remitting tender payment.
- c. Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The contractor's bid will be evaluated only if payment status against the bidder is showing "Success" during bid opening.
- d. Transaction charges for other Banks vide SBI letter No. LHO/ TVM/AC/2016-17/47 – 1% of transation value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-
- e. Bidders who are using Other Banks option under SBI MOPS payment gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time

2. Submission of bids

For submission of bids, all interested bidders have to register online as explained above in this

document. After registration, bidders shall submit their bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page-by-page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on Freeze bid “link/icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/opening during opening process.

Bidders shall submit the bid documents duly filled in giving all desired information therein.

Bids shall be submitted in the following online cover:

Cover I:

1. The scanned copy of signed bounden agreement as per the format given, in Kerala Stamp paper worth Rs.200/-
2. Scanned copy of bid form duly filled in Kerala Stamp paper worth Rs.200/- and signed and scanned copy of bid documents duly signed.
3. Experience certificate of the Electrical works,PAN, GST registration certificate (If applicable)
4. Scanned copy of other documents mentioned elsewhere in the bid document.
5. BOQ (Price bid).

The original bounden agreement in Kerala Stamp paper worth Rs.200/- shall be sent in an envelope superscribed with E-Tender Number to the tender inviting authority by Post/Courier or can be submitted in person. The envelope containing the above should reach the Office of the Tendering Authority on or before the bid opening date & time, failing which the bid is liable to be rejected. KSEB Ltd shall not be responsible for any kind of postal/courier service delay or any other delay.

3.Opening of Bids

Last date & time of Acceptance and opening of Bid.

On line bids will be accepted as per the date specified in the Notice Inviting Tender and Bids will be opened as per the date specified in the Notice Inviting Tender by the Executive Engineer, Project Management Unit, Vidyuthi Bhavanam, Gandhi Road, Kozhikode in the presence of bidders or their representatives, who may be present at that time. If the bid opening day happen to be a holiday, the bid will be opened on the next working day.

Incomplete tenders are liable to be rejected without assigning any reason thereof.

All amendment(s)and corrigendum(s) shall be published on the website www.etenders.kerala.gov.in and

KSEB Limited shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.

Acceptance of the bid rests with the Kerala State Electricity Board Limited, the prime criterion is the lowest offer. The Board will not be responsible for any expenses or losses that may be incurred by the bidder in the preparation of the bid.

There is no provision for correction of bids once submitted online. However, revised bids can be submitted by the bidder, in case of corrections, till the last date & time of bid submission and the most recent/latest bid submitted before the stipulated date & time of bid submission shall only be considered by **www.etenders.kerala.gov.in** website for further processing.

The formats maybe used without any modifications. If found necessary to suit the purpose for which the tender is invited, any additional information shall be furnished in separate sheets in pdf.

All the Tender documents are to be submitted online only in the designated covers/envelopes on the website **etenders.kerla.gov.in** . Tenders/ bids shall be submitted on or before **bid submission end date provided in the NIT**. Late Tenders will not be accepted. The online payment may be exercised at least 48 hours before the closing date of the bid to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system

**Executive Engineer
Project Management Unit
Electrical Circle
Kozhokode.**

GENERAL CONDITIONS OF CONTRACT-1

DEFINITIONS AND INTERPRETATIONS

‘Accepted schedule’ is the schedule of items of work containing the agreed rates on the basis of which the agreement is drawn for execution of the work.

Agreed rates’ shall mean the rates accepted and agreed both by the KSEB Ltd and the Contractor and which shall be given in the schedule forming part of the contract agreement and valid during the period of contract.

‘Agreement Authority’ shall mean the Officer authorized by KSEB Ltd to execute the agreement with the Contractor for executing the work/project.

‘Bank’ means Nationalized Bank or Scheduled Bank.

The words, ‘Bid’ and ‘Tender’ shall have the same meaning anywhere in these documents.

‘Bid Amount/ Bid Price’ means the total bid amount indicated by the bidder in BOQ (Bill of Quantities) in price bid documents.

‘Bid Security’ or ‘Earnest Money Deposit’ shall have the same meaning.

‘Bidder’ shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization either single or Joint Venture from India or abroad bidding for the works and his/its executors or administrators or successor or assignees.

The ‘KSEB Ltd’ shall mean ‘The Kerala State Electricity Board Ltd.’

‘Chairman’ shall mean the administrative head of Kerala State Electricity Board Ltd. appointed by the Government from time to time.

‘Executive Engineer’ shall mean the ‘Executive Engineer, Project Management Unit, Kozhikode of the

Kerala State Electricity Board Ltd in charge of the project or work concerned and he will be the Engineer in charge of the work and will be referred to as the Engineer in Charge. The Executive Engineer may delegate powers to subordinate officers in respect of execution of work.

‘Construction Plant’ means all equipments, appliances or things of whatever nature required for the execution, completion and maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.

‘Contract’ shall mean and include the conditions of bid and contract agreed to, specifications, schedules, drawings, annexures, letter of application, accepted schedule of prices and the agreement to be entered into.

‘Contract Agreement’ shall mean the agreement entered into between the Contractor and the agreement authority.

‘Contractor’ shall mean the Bidder whose Bid has been accepted by or on behalf of the KSEB Ltd and shall include the contractor, legal personnel, representatives, successors and assignees.

‘Contractor’s Representative’ means the person authorised by the contractor in writing and approved by the Engineer-in-charge to act on behalf of the contractor for the purpose specified in the letter of authorisation.

‘Contractor’s Personnel’ means the contractor’s representative and all personnel whom the contractor authorises and utilises at site who may include staff, labourer and all other employees and any personnel assisting the contractor in the execution of work.

‘Defect’ shall mean any part of the work not completed or not performing in accordance with contract or specifications.

‘Defects liability period’ shall mean the maximum period specified by the KSEB Ltd specifically for the project and within this period, the contractor is liable to rectify any defects or damages at his cost, as notified by the Engineer-in Charge. The defects liability period shall be 24 months from the date of completion of work or 18 months from the date of commissioning whichever is earlier. The contractor shall guarantee for the satisfactory performance of the line and its components during this period.

‘Drawing’ shall mean collectively all the drawings, revisions and additions / modifications as per the contract issued from time to time and drawings submitted by the Contractor and accepted by the

Engineer-in-charge.

‘Elevation/reduced level’ wherever figures are shown after the word ‘Elevation/Reduced Level’ or an abbreviation thereof, they shall mean the height in meters based on bench marks established by the KSEB Ltd at site.

‘Financial year’ shall mean a year beginning on first April and ending 31st March in the succeeding year.

‘Government’ shall mean ‘The Government of Kerala’.

‘I.S.S’ means the Indian Standard Specifications of the Bureau of Indian Standards.

‘Labourer’ shall mean all categories of labour engaged by the contractor, his sub-contractors in connection with the execution of the work covered by these specifications. All these labourers shall be deemed to be employed primarily by the Contractor even though the KSEB Ltd may stand as principal employer to these contractors to enable them to get the required licence as per the Contract Labour Regulation & Abolition Act, 1970 and its amendments if any.

‘Letter of acceptance’ shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.

‘Application form’ shall mean the document entitled letter of the bid which was furnished by the bidder and includes the signed bid documents in full.

‘Month’ or ‘calendar month’ shall mean not only the period from the first of a particular month, but also, any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.

Obligations of KSEB Ltd are only those obligations, which have been specifically agreed to in the agreement.

‘P.W.D.’ shall mean the Public Works Department of Kerala State.

‘Part Bill’ is any bill preferred during the course of work before the final bill.

‘Performance Certificate’ shall mean the certificate issued by the Engineer-in-charge on the performance of the obligations of contractor under the contract, when completed and this constitutes the acceptance of the work in Total. This certificate will be issued by KSEB Ltd on the basis of the application of the contractor and only after the successful completion of period of contract.

‘Performance security’ shall mean the security to be remitted by the Contractor for the satisfactory performance of the contract and it shall be an amount equal to 5% of the total agreed Probable Amount of Contract.

‘Period of contract’ shall mean the period covered from the date of issue of letter of acceptance to the date of satisfactory completion of the work including duly sanctioned extensions and the specified defects liability period.

‘Permanent Works’ means the works to be executed and completed by the contractor under the contract.

The word ‘Rupee (Rs.)’ means Indian Rupee only.

‘Schedules’ mean the documents completed and submitted by the contractor with the bid and as included in the contract, which include the quantities, rates, general specifications, unit and technical particulars.

‘Site’ shall mean and include the lands and buildings in which the works are to be executed in accordance with the contract.

‘Specification’ shall mean collectively, all the terms and stipulations contained in the bid, contract agreement and any additions/modifications in accordance with the contract, technical provisions as per relevant BIS Codes and /or National Building Code and those specifically mentioned in construction drawings and its modifications and revisions which specifies the work wherever applicable or written directions of Engineer-in-charge.

‘Sub Contractor’ shall mean any person named in the bid and agreement for any part of the work and the legal representatives, successors and assignees of such persons.

‘Temporary works’ are such works of any kind designed, constructed and installed by the contractor on site which are needed for the execution and completion of the works contemplated in the contract and for the remedy of any defects notified to the contractor, for which the contractor is not entitled for

any payment.

Tender/Bid shall have the same meaning and includes all the documents which the bidder submitted with the letter of application as stipulated by KSEB Ltd and will be included in the contract agreement.

‘Tendering authority/bidding authority’ shall mean the authorized officer of KSEB Ltd who invites the bid and issues the bid documents on behalf of KSEB Ltd.

‘Test’ means the tests which are specified in the contract and mandatory tests specified by rules or regulations, to be carried out in accordance with the specifications before the works or on completion of work to the satisfaction of the KSEB Ltd.

‘Time of Completion’ shall mean the date within which the work under the contract is required to be completed satisfactorily in accordance with the specifications, drawings etc., including all extra items required to be executed for satisfactory completion of the work and including all extension of time duly granted by KSEB Ltd.

‘The title of clauses’ shall not limit, alter or affect the meaning of the specifications or conditions of bid documents.

‘Words’ imparting the singular number shall include the plural number and plural the singular and the words imparting the masculine gender shall include the feminine and the neutral gender where the context so requires. Words have their normal meaning under the language of the contract unless specifically defined.

Work’ means what the contract requires the contractor to construct, furnish, supply, provide services for, install, complete, maintain, test, commission and hand over to KSEB Ltd.

1.GENERAL CONDITIONS OF CONTRACT-2

1.1 Execution of Agreement

Within 15 days from the date of issue of letter of acceptance/work order, the successful bidder shall furnish security deposit as per clause below, sign and execute the contract agreement in the prescribed format with the agreement authority. The agreement shall be executed in Government Stamp Paper value as per Amendment of Act 17 of Kerala Stamp Act, 1959 or as desired by KSEB Ltd.

Failure of the contractor to comply with the above requirements shall constitute sufficient grounds for cancellation of award of contract and re- arrange the work including re-bidding at the risk and cost of the contractor.

If due to the default of the bidder/contractor to furnish requisite performance security, execute contract agreement or to execute the work with proper diligence, the work will be arranged by Engineer-in-charge at risk and cost of the contractor and if any loss to the KSEB Ltd results, the same will be recovered from him as arrears of revenue but should it be a saving to KSEB Ltd the original contractor shall have no claim whatever be the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise as KSEB Ltd may decide.

1.2. Parts of Agreement and Priority

All the bid documents of the successful bidder in original with modifications, if any, as ordered by KSEB Ltd, work order, correspondences between the selected bidder and KSEB Ltd which deemed necessary by the agreement authority, any other document as called for by KSEB Ltd from the selected bidder and the contract agreement executed etc. shall form the full contract agreement. All the document forming part of contract document are to be taken as mutually explanatory to one another. For the purpose of interpretation, the priority of the document shall be in accordance with the following sequence:

- a. Agreement executed in Stamp Paper
- b. Accepted Letter of Acceptance and or Work Order
- c. Correspondences between the Board and the selected bidder included in the agreement.
- d. General Conditions of Contract.
- e. Technical specifications.
- f. Accepted Schedule of Prices
- g. General Bid conditions
- h. Instructions to bidders.

1.3.Essence of contract

Timely completion, quickness and promptness for execution, quality and cost effectiveness for work are considered as the essence of the contract.

1.4. Law & jurisdiction of contract

Any suit or legal proceedings arising out of this contract shall be governed by the laws of Union of India and State of Kerala and shall be subject to the jurisdiction of the courts in Kozhikode only.

1.5 Language of contract

The language of contract shall be 'English'.

1.6. Contract systems

The items of work contained in the contract are included under percentage rate contract system

Percentage rate contract system

In the price schedule under this system, the specification, KSEB Ltd's rate per specified unit, estimated quantity and amount for each individual item and grand total amount of all items which is the probable amount of contract are given. The KSEB Ltd's estimate rates are worked out based on current PWD schedule of rates as adopted by the KSEB Ltd and are inclusive of contractor's profit, overhead charges, hill tract allowances wherever applicable but exclusive of the cost of material, if any, issued by KSEB Ltd wherever specified. The estimate rates are provided for the finished item of work as per the specifications in the contract and includes any contingent item required for the completion of that particular item.

The Bidders are directed to study the estimate rate and frame their own rate and work out their own estimate and probable amount of contract for their bid. Thus they shall work out the percentage by which their probable amount of contract falls above, below or at the KSEB Ltd's probable amount of contract as furnished in the schedule. After working out their own percentage, they shall quote an appropriate single percentage rate for the entire work under this system after precisely making an assessment of cost of all labour, services, materials, equipment, transportation, incidentals etc involved in every item of work except cost of material, if any, issued by KSEB Ltd free of cost as specified. **The bidder need not show the individual rate or total probable amount of contract in their bid. They shall quote only a single percentage above/below/at the KSEB Ltd's rate given in the price bid for the entire work under this system.**

The percentage rate accepted and specified in the agreement shall not be changed on any account whatsoever, and this rate shall hold good for all items done under the contract irrespective of variation in quantities and / or substitution by extra item, variation in the quantity of materials.

1.7. Amount of contract

The amount of contract under the contract will be arrived at by adding the agreed amounts in the percentage rate contract system mentioned above.

1.8 Performance security (Security Deposit)

1.8.1 Performance security shall be **5 % of the accepted contract price** rounded off to the higher multiple of Rs.100. The amount thus worked out will be informed to the successful bidder vide letter of acceptance/work order. The performance security shall be in the form of DD drawn in favour of the Deputy Chief Engineer, Electrical Circle, Kozhikode payable at Kozhikode. No interest shall be paid by KSEB Ltd at any stage of contract on performance security.

1.9 Release of Performance Security

The performance security will be released by the KSEB Ltd only after the expiry of the period of contract.

1.10 Commencement and completion

The work shall be commenced within seven days from the date of issue of work order. The contractor

shall contact the Engineer-in-charge before commencing the work. The period of completion of work shall be as specified in NIT from the official date of commencement which is the date of issue of work order. All the works stipulated under the scope of this contract shall be completed in all respects, supplies made, services provided and final cleaning up done before the expiry of the time of completion thus worked out, unless the time of completion is postponed and period of completion is extended by a written letter from the agreement authority.

1.11. Deleted

1.12 Information & data

The information and data furnished in the documents comprising of the contract regarding the works, site conditions and environment, rules and laws and facilities are of general nature which shall be the responsibility of the contractor to acquaint himself about the exact information and data. He shall collect information and data about the nature and location of work, general and local conditions, quarries, sources, transportation, disposal, handling and storage of materials, flow through the river, climatic changes, sub-surface, geological and hydrological information, availability of water, fuel, oil, availability and nature of labour, configuration and condition of ground, local conditions, quality and quantity of surface and sub-surface material to be encountered, character, capacity and number of equipment needed for execution of work and any other matter or aspect relevant to the work and cost of all these. Any default or failure from the contractor in this regard shall not relieve him from the responsibility of executing the contract.

1.13 Suspension of work

The contractor shall not suspend the work without the written consent of the Engineer in charge. In the event of suspension, of the work on contractor's own accord without written permission, the KSEB Ltd shall have the right to recover all losses to the KSEB Ltd on account of such a suspension as per law and even resorting to Revenue Recovery Act provisions.

The KSEB Ltd shall not be liable to pay any amount to the contractor towards any loss arising from suspension of the works or delay in execution of the work due to any strike or agitation or 'gharao' by the labourers of the contractor. The KSEB Ltd shall have for just and sufficient reasons, the right to suspend the works or to delay the works by an order in writing by the Engineer-in-charge.

1.14 Suspension of work on account of climatic conditions.

The Engineer-in-charge may order the contractor to suspend the work or part of a work or work in a specified location that may be subjected to damage by climatic or weather conditions. The contractor shall have no claim for compensation for losses in this account.

The care and safeguarding of works, site, men, machinery, materials, tools and plants are the responsibility of the contractor without any extra payment from the Board. Losses or damage to Board on account of failure from the contractor in safeguarding from weather and climatic conditions as mentioned above will be realized from the contractor. Any event of stoppage on account of climatic conditions shall be brought to the notice of the Engineer-in-charge immediately with reasons for such stoppage. No claims for extra work/expenditure necessitated on account of stoppage due to the fault of the contractor will be entertained.

The Board will not be liable for any loss or damages or any other sum of money, if any, sustained by the contractor on account of climatic issues.

1.15. Adoption of PWD schedule of rates or KSERC Labour data

The PWD/ Schedule of rates/KSERC Labour data is adopted by the KSEB Ltd for estimating purpose wherever applicable. This Schedule of rates will be revised from time to time. The revision of these Schedules of rates/Labour Data and adoption in the KSEB Ltd shall not be a reason for claiming revision of rates by the contractor. The rates agreed to / percentage variation agreed to by the contractor shall be independent of Schedule of rates and shall be based on contractor's own judgement on cost of labour, materials, transportation, chargeable expenses etc, he has to pay during the period of contract and for the extended periods if any. No claim for revision of rates agreed to will be allowed on any account during the period of contract or during the extended period of contract if any unless otherwise expressly provided in any other clause in this condition

1.16 Certificates issued by Engineer-in-charge other than that for payment

The rights of the Board against the contractor shall not affect or prejudice by the issue of a certificate of any nature or any matter given by the Engineer-in-charge. The contractor shall not be relieved of his obligations for the due performance of the contract on account of issue of the above certificate and such certificate shall not create any liability on the part of the Board. Issue of certificate by Engineer-in-charge shall not discharge the liability of the contractor for payment of damages.

1.17 Operations & Responsibilities of Contractor

The contractor shall proceed with the works with diligence and expedition, supervision and shall be carried out to the entire satisfaction of the Engineer- in-charge who shall have full power to order the contractor to alter, enlarge or diminish the form, dimensions, portion or quantities of any of the works or to make use of materials and workmanship of different description and qualities from those herein specified. Works are to be properly carried out to the satisfaction of the Engineer-in-charge. The whole work entrusted to the Contractor shall be executed in perfect conformity with the contract documents.

The contractor shall carry out all works required for each item in the price schedule as per the specifications in the contract agreement. He shall furnish all labourer, all materials except materials supplied by the KSEB Ltd, machinery, plant, equipment, and shall supply and install all equipments, test and commission and meet the cost of all expendable items and other charges including incidentals and overheads for completing the works given in the price schedule and the cost of design and drawings, if any which he may have to make in carrying out the works.

2. PAYMENT

2.1 General

The amount of a bill will be arrived at based on the measured quantity for each item of work. No work will be paid unless it is fully in accordance with the specifications and satisfaction of Engineer-in-

charge. If by inadvertence, any bad work, incomplete work or unsatisfactory work happened to be passed and paid for, the Engineer-in-charge shall have the right to recover the amounts so made at any time.

2.2 Percentage rate contract system

The amount of individual items as well as sum total of items of work done and duly measured shall be arrived at on the basis of estimate rate per specified unit given in the price schedule of the agreement by the multiplication of quantity thus measured and rate thus given. Then the percentage rate quoted by the contractor and accepted by the KSEB Ltd shall be applied over the amount of work done which will give the amount to be passed in favour of the contractor.

2.3 Measurements

The price schedule specifies only the estimated quantities and the agreed unit rates. The estimated quantities given in the price schedule are not to be taken as the actual and correct quantities of the individual items to be executed by the contractor for the fulfillment of his obligations under the contract. The concerned departmental engineers viz. Assistant Engineer, Electrical Section, Thamarassery shall ascertain and determine the quantity of each individual item by taking measurement of each item as specified elsewhere in this contract. The contractor or the person authorized by the contractor for the purpose shall affix his dated signature in token of acceptance in the KSEB Ltd's documents. When required, the Engineer-in-charge will give notice to the contractor or the person authorized by the contractor for the purpose, to measure any part of the work and he shall attend forthwith to assist the Engineer-in-charge and or concerned departmental engineer for making such measurement and make available all necessary labour and other facilities at the cost of the Contractor. He shall also supply all particulars required by the Engineer-in-charge. If the contractor or the person authorised by him does not attend or neglect to do so, then the measurement made by the Engineer-in-charge or concerned departmental Engineer shall be taken as the correct measurement for such part of work and the value of work shall be deducted accordingly.

2.4 Final Payment

No part payment bill will be allowed. Payment shall be released after satisfactory testing and commissioning of 'entire work' in the scope. The contractor shall submit his final bill in the prescribed form in triplicate within one month of the completion of the entire work. Payments shall be made only when the Engineer-in-charge has given a certificate of completion of work. The measurements will be made on the completion of the work by the Assistant Engineer, Electrical Section Thamarassery and payment will be given to the contractor on the basis of final measurements so taken, after adjustment of all outstanding recoveries and all amounts due to the Board as per the terms of the agreement.

Payment of final bill will not be considered as conclusive evidence for the sufficiency of any work or material or correctness of measurements to which it relates and it shall not relieve the contractor from his liabilities arising from any defects.

The Engineer in charge or department engineer concerned shall have the right to take over the works once it has been tested, commissioned and made operational. At the time of taking over, if any, minor works are

seen left undone, such works can be got done by the Engineer in charge, for which twice the amount admissible for such items as per the contract can be retained from the final bill and settled.

KSEB Ltd has all liberty to change the type of payment depending on the prevailing condition. Any increase in taxes and duties on account of crossing limit of turnover as specified by Government rules and regulations or due to delay in work will not be compensated by KSEB Ltd. GST will be reimbursed after obtaining an undertaking from the contractor in Kerala Government Stamp paper worth Rs.200/- in the following format:

Workorder No...../2024-25/ dated..../..../2024,

“I..... (Name of contractor)

here by agree that if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the contractor shall indemnify the KSEB Ltd from such liabilities and contractor will be liable for the additions, loss or cost on account of such discrepancies/ dispute.”

2.5 Extra Items and Excess Quantities

The quantum of works under extra items and excess quantities held together shall not exceed 25% of the contract amount as per the original agreement. Payment for extra items shall be affected only after execution of a valid supplementary agreement.

2.6 Due date of payment

The agreement authority will make earnest effort to make payments within 120 days from the date of passing of bill after submission of the bill in full particulars in the prescribed form/format, by the contractor. Any delay in making payment due to any reasons shall not be a cause to the contractor for raising any claims for interest or other claims and shall not affect the works in anyway.

2.7. Delayed payment due to dispute

No claim for interest or damages will be entertained by the KSEB Ltd with respect to any money or balance which may be lying with the KSEB Ltd owing to any dispute, difference or misunderstandings between the Engineer- in-charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer -in -charge in making periodic or final payment of any respect whatsoever, and the KSEB Ltd shall not be liable to pay any interest or damages or loss to the contractor.

2.8 No additional compensation for operations not mentioned in the Specification.

While describing the mode of measurement and payment, the technical specifications have elaborated many operations required for completing the work. The description of carrying out each item of work does not in any way prevent the contractor from performing all other operations not described but required for completing the work as per specifications and the contractor is not entitled to any additional compensation

2.9 Dues from the Contractor

All sums of money found due from the Contractor to the KSEB Ltd under this contract shall be recovered from the contractor from his security and bills payable to him and from other assets movable or immovable as if the dues are arrears of land revenue under the provisions of revenue

recovery act for the time being in force or in any other manner as the KSEB Ltd may deem fit.

2.10 Escalation/Revision of rates

The rates agreed and forming part of the contract shall be firm during the period of contract. No escalation will be allowed on whatever reasons and grounds. The contractor is not eligible for any escalation or otherwise of the rates other than that quoted, accepted and agreed to. No claim for revision of rates will be allowed on any account during the period of contract or during the extended period of contract if any.

3.WORK

3.1 Commencement of work

The contractor shall commence the work after seven days from the date of issue of letter of acceptance/Work Order

3.2 Period of completion

The period of completion of work shall be 120 days reckoned from the official date of commencement which is 15 days after the date of issue of letter of acceptance//Work Order. The contractor shall arrange sufficient work force to complete within the time limit.

3.3 Completion of work

The work shall be treated as completed only when the Engineer-in-charge issues certificate of completion. In case of foreclosure of work, the Engineer-in-charge will issue the certificate of completion to that effect. If the Contractor fails to complete any part of the work as required for satisfactory completion before taking over and / or the date of completion specified, and fails to remove the surplus materials, the Board will complete the works and remove the surplus materials etc. and the amount incurred for the same will be realized from the Contractor from any amount due to him from this Work or any other work in the Board or his assets in appropriate proceedings. The Contractor will not have any claim over the surplus materials so removed by the Board.

3.4 Progress report

The contractor shall report the progress of work during a week before the end of succeeding week to the officer in charge of the Board from time to time and analyze the progress with respect to approved programme and give reasons for delay with steps taken or planned to be taken to make up shortfall if any.

3.5 Extension for period of completion

The extension for period of completion will be granted on request by the contractor and shall be considered for the following cases only.

Extra items of works ordered by the Engineer-in-Charge which affect the project schedule.

Excess quantities of work more than 25% over the scheduled quantity of works which affect the project schedule.

- Force Majeure condition
- Delay in supply of KSEB Ltd's material.

- Delay in getting permissions from the Authorities.
- Suspension of work as per clause mentioned above

If the contractor fails to complete the work in time as stipulated in the contract, he shall apply in writing to the agreement authority for extension of period of completion. While applying for the extension of period of completion, the contractor shall give the particulars of work completed, balance works to be completed and probable period required for completion of balance work with explanation for delay.

The Engineer-in-Charge shall determine the works completed and the balance works remains to be completed on the date of expiry of contract period or extension period and assess the reasonable period required for completion of the balance work and will be granted extension of period of completion. If any default or breach of contract is there from the part of the contractor, period of completion will not be extended. The ordered extension of time shall not release the contractor from any of its obligations under the contract. No extra payment other than those agreed to in the contract will be given on account of the ordered extension of time and the KSEB Ltd will not have any financial commitment. The Contractor shall extend the validity period of the comprehensive security suitably to cover such extension and also, for the period of contract.

3.6 Tools, Plants and Equipments

The contractor shall provide at his own expense all tools plant and equipment required for the execution and completion of work in all respects as per the contract. The contractors are advised to take necessary insurance coverage for the tools, plant and equipment used for the project.

3.7 Force majeure

Force Majeure is defined as any cause which is beyond the control of the Contractor or the KSEB Ltd as the case may be which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the contract in the nature of the following,

1. Act of God, such as natural phenomena including but not limited to floods, droughts, lightning, volcanic eruptions, cyclones, earthquakes and epidemics.
2. Act of any government, including but not limited to war (declared or undeclared), hostilities, quarantines, embargoes, internal riots, and rebellion or terrorist activities. It shall mean occurrence of an event under exceptional circumstances which could not have been foreseen, prevented or avoided by a prudent person, KSEB Ltd or Contractor which prevents performance of the contract.

No party in the contract shall be liable to the other for any loss and damages occurred due to force majeure condition and shall not apply to the obligations of either party to make payment to the either party under the contract due to occurrence of force majeure condition.

A notice shall be given to the Engineer-in-charge within 14 days after the contractor became aware or should have become aware of the relevant event or circumstances constituting force majeure.

Engineer-in-charge will ascertain the extent of delay due to the event. If the contractor is prevented from performing his substantial obligations under the contract by a force majeure event, he shall be entitled to an extension of time for any such delay.

3.8 Default by the contractor

Unless otherwise specified anywhere in this contract, the following situations shall be treated as negligence from the part of the contractor:

The neglect of the contractor to execute the work with due diligence and expedition.

The contractor refuses or neglects to comply with orders given in writing by the Engineer-in-charge.

The contractor contravenes the provisions of the contract agreement.

Neglect to protect works during the course of construction.

In the event of negligence, the Engineer-in-charge will give seven days' notice quoting the provision of this clause to the contractor identifying deficiencies in performance and demanding corrective action. The contractor should comply with the notice within the time frame specified therein. After such notice, the contractor shall not remove or demobilize any plant, equipment, men and material from the site. The KSEB Ltd will have lien on all such plant, equipment and material from the date of such notice till the deficiency has been corrected.

3.9. Termination due to default

If the contractor fails to take satisfactory corrective action within the time frame specified therein after the receipt of the notice, the Engineer-in-charge reserves the right to terminate the contract. In case the contract is terminated, the amount of performance security together with the value of the work done but not paid for will be withheld for loss sustained by the KSEB Ltd for adjustment and recoveries as specified in subsequent clauses. The balance work will be arranged at the risk and cost of the contractor.

3.10 Variation in quantity

KSEB Ltd reserves the right to make the changes in the work that are necessary and desirable for the completion of the work. If such variation in quantity results the contractor shall agree to do actual quantity required for completing the work as per the specifications at agreed rates irrespective of change in quantities. No claim shall be made against the KSEB Ltd for excess or deficiency from the quantity given in the schedule. The rates quoted by the contractor shall hold good even then.

3.11 Supervision

The contractor shall provide KSEBL supervisory staff, necessary facilities and assistance to examine and measure the works. The work shall be conducted under the general direction and control of the Engineer-in-charge and his delegated officers and is subject to inspection to ensure strict compliance with the terms of the contract. Any failure from the part of KSEB Ltd to detect or discover errors, faults, defects or the work not in accordance with the requirement of contract during the progress of work shall not be deemed as acceptance thereof or waiver of defect.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and in all other aspects.

If any work found as unsound, imperfect or done with unskilled workmanship or any material or article provided are unsound or quality inferior to that in accordance with the contract, the contractor shall forthwith rectify, reconstruct or remove in whole or part at his own charge and cost as noticed by the Engineer-in-charge.

3.12 Clean up

Upon completion of the work the contractor shall remove from the vicinity of the work all plant, buildings rubbish, unused materials, concrete forms and other like materials belonging to him or under his direction during construction to the satisfaction of the Engineer -in -charge and in the event of his failure to do so, the same may be removed by the KSEB Ltd at the expenses of the contractor. The cost on account of clean up shall be included in the quoted rate and no additional extra claim shall be entertained.

3.13 Power of attorney

Contractor shall not execute power of attorney without previous sanction in writing of the authority accepting the bid, in respect of any matter touching this contract and any such power of its officers. It shall be entirely within the discretion of the authority accepting the bid either to grant such sanction or to refuse it or to revoke a sanction once given.

3.14. Contractor's nominee

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies, and if the contractor is a partnership concern and one of the partners dies, then all sums payable under this contract will be paid to the nominees of the individual contractor / proprietor if there is one or to his / her legal representative and in the case of partnership, to the surviving partners and the contractor should fill up the 'Form of Nomination' at the time of executing the agreement and should sign in the presence of two witnesses.

3.15. Management of Work

It is the responsibility of Contractor to manage the entire works to produce the results as contemplated herein. It is for him to plan, organize and execute the work and to manage the labour. The contractor shall also comply with the directions of Engineer in charge in respect of planning, organizing, execution and management of works. Failure to do so will lead to termination of contract at the risk and cost of contractor.

3.16. Contractor's representative

The contractor may with prior consent of Engineer-in-charge appoint his representative giving him necessary authority to act on contractor's behalf under the contract. The contractor shall furnish the name and details of such representatives to the Engineer-in-charge and to his delegated officers well in advance. Without the prior consent of Engineer-in-charge, the contractor shall not revoke or replace such appointments.

3.17. Engagement and removal of KSEB Ltd's personnel and others

The contractor shall not recruit or attempt to recruit staff and labour from amongst the KSEB Ltd

personnel or any person previously in service of the KSEB Ltd or of the Government who has not completed 2 years after retirement.

The contractor shall remove any workmen or sub-contractor or employees in his service from work/site at the instance of directions from the Engineer-in-charge or other officer-in-charge.

The contractor shall furnish the postal address of his site office, e-mail address, telephone and fax numbers, if any. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or sent by registered letter to the site office or address of the firm last provided by the contractor.

3.18. Inspection

The KSEB Ltd shall have the right to reject defective material and workmanship or require its correction/rectification. Rejected workmanship shall be satisfactorily rectified and rejected material shall be replaced with proper material without charge therefore and the contractor shall promptly segregate and remove the rejected material from the premises at his own cost. If the contractor fails to proceed at once with the replacement of rejected material and / or the correction of defective workmanship, the KSEB Ltd may, by a contract or otherwise replace such material and / or correct such workmanship and charge the cost thereof to the contractor and / or may terminate the right of the contractor to proceed further. The contractor and his surety are liable for any damage to KSEB Ltd resulting there from the termination of contract.

If the contractor fails to comply with any of the conditions of the contract or with instructions or decision of the Engineer-in-charge issued there under except where otherwise specifically provided in this contract, the Engineer-in-charge may after giving written notice to the contractor take necessary steps for the compliance of the said conditions, instructions or decision and any expenditure thus incurred shall be recoverable from contractor.

3.19. Power to add, vary or omit work

No Alterations, amendments, omissions, additions, suspensions or variations of the work here-in-after referred to as variations under the contract shall be made by the contractor except as desired or directed by the Engineer-in-charge in writing. However, Engineer-in-charge shall have full power from time to time during the execution of the contract by issuing notice in writing to instruct the contractor to make such variations without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in specifications.

3.20. Labour

The contractor shall be bound by the provisions of contract labour regulations and abolition act of India, 1970 and amendment thereof and the rules formed there under. He shall get himself registered under the Act at the appropriate time. Contractor shall implement the provisions of Act scrupulously.

The Contractor shall also be bound by the applicable contract labour regulations in respect of wage,

payment of wages, fixation of wage periods, registers to be maintained by the contractor, display of notices regarding wages, fines and deduction, maintenance of registers, submission of returns etc.

The responsibility for paying wages and other benefits to the labourer including those of subcontractors, if any, is entirely that of the contractor. KSEB Ltd takes no responsibility, towards the wages and other benefits which the contractors have to pay to the labourers till the completion of the contract. All the expenditure towards this is deemed to have been included in the rates/amount quoted by the contractor. The contractor shall comply with the provision of various labour laws, rules and regulations as applicable in regard to all matters provided therein and shall indemnify the KSEB Ltd in respect of all claims that may be made against the KSEB Ltd for non-compliance thereof by the contractor.

Any dispute between the labour and the Contractor shall be resolved by the Contractor without loss of time and in case the dispute cannot be resolved in reasonable time it shall be referred to the Labour Department of the Government for conciliation and settlement of dispute. The decision taken by the labour Department during conciliation meeting shall be binding on the Contractor. Any extra cost involved as a result of conciliation settlement shall entirely be borne by the Contractor.

All disputes between the Contractor and Labourers shall be classified as industrial disputes. In case it is found that the disputes between Labour and Contractor are not resolved in time the KSEB Ltd may help the Contractor in accelerating conciliation settlement without any commitment on the part of the KSEB Ltd.

3.21. Insurance:

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by the law under take to indemnity and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Government may suffer of incur with respect to end / or incidental to the same. The contractor shall have furnish originals / or copies as required by KSEB Ltd of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other paper related thereto which KSEB Ltd may require.

The contractor shall obtain an insurance coverage in respect of the workmen engaged by him from a Nationalized Insurance company by paying adequate premium to cover the compensation payable in case of fatal and nonfatal accident if any occurred to the workmen.

The insurance coverage obtained as per above shall be sufficient enough to cover all the expenses payable on behalf of the fatal/nonfatal accident victims including hospital expense, HMC, funeral benefit, compensation (death and disablement total and partial) and other financial benefits payable as per Employee's Compensation Act, 1923.

3.22. Law and order

The maintenance of the law and order is the responsibility of the Government. It is the contractor's responsibility to maintain good relations with the labour and others and to maintain discipline of labour at site. Any problem on maintenance of law & order shall be referred to the appropriate Government authority, for redressal, by the contractor.

3.23. Accidents

It shall be the responsibility of the contractor to take protective measures to prevent accidents on the works. He shall indemnify the KSEB Ltd against any claims for damages or for injury to persons or property resulting from and in the course of the work and also under the provisions of the Workmen Compensation Act. The contractors are advised to take CAR (Contractor's All Risk) policy in order to cover all risk, which may arise from the contract.

3.24. Misuse of materials

No material or equipment under the ownership or possession of the KSEB Ltd shall be used by the contractor without written permission from the competent authorities of the KSEB Ltd or from the agreement authority. Any use in contravention to above condition will constitute misuse of material or equipment. If there is any misuse or waste of material through negligence by the contractor, he shall be liable to pay penalty as decided by the Engineer-in-charge.

3.25. Interference with public, public properties, other departments and safety of public

The contractor shall arrange and prosecute the work under these specifications so as not to interfere with other work or with existing improvements. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient red lights, danger signals and shall take all necessary precautions for the protection of the work and the safety to the public. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night and all lights shall be kept lit from sunset to sunrise.

3.26. Protection of adjoining premises, structures etc.

The contractor shall protect adjoining sites against structural, decorative and any other damages that may be caused during the course of execution of the work and he shall make good any such damage occurred at his own cost.

3.27. Taxes

Recoveries of income tax, work contract tax and any other taxes payable by the contractor will be made from the bills due to him and will be regularised on receipt of advice from the assessing authorities and as per rules in force from time to time.

3.28. Arbitration

Arbitration has been totally banned by the Government. No arbitration of any disputes on contracts will be allowed under any circumstance. In case of disputes between the contractor and the KSEB

Ltd, the KSEB Ltd / agreement authority will give the final decision.

3.29. Observance of local rules , regulation, laws etc.

The contractor shall conform to all laws of the land and the regulation and bye-laws of the any local authority, corporation, KSEB Ltd or local self-government etc. constituted as per the statute of Government of Kerala and Government of India.

3.30. Interventions by extraneous forces/agencies

The KSEB Ltd will not be liable for any damage or compensation for hold-ups or delay in discharge of obligations of KSEB Ltd caused by intervention of court or extraneous forces beyond the control of the KSEB Ltd. If however such delays are found to cause delay in completion of works, and if the KSEB Ltd is satisfied that the delay or hold up is not due to the fault of the contractor, the KSEB Ltd may consider suitable extension of Time of completion, subject to relevant provisions in the General conditions of contract

3.31. Safety aspects

The contractor is bound to follow the applicable safety provisions provided herein these specifications and to follow the directions of the Engineer-in charge to ensure safety. The cost for providing safety provisions shall be deemed to be included in the rates agreed to. All safety rules and regulations introduced from time to time by appropriate authorities shall also be followed at no extra cost.

Safety of Contractor's employees and the general public during the execution of contract work is the responsibility of the Contractor. The Contractor shall ensure safety of all the workmen, materials, plant and equipment belonging to him or to the others, working at the Site.

The bidder shall comply with all the statutory rules and regulations prevailing in the state including those related to safety of equipment and human beings. The Contractor shall also provide for all safety notices and safety equipment required by the relevant legislation s and deemed necessary by the KSEB Limited. In addition, the Contractor shall ensure that its employees are adequately trained in safety matters. All equipment used in the project shall meet Indian Standards and where such standards do not exist, the Contractor shall ensure these too be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per any existing Guidelines/rules in this regard. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need and as may be directed by KSEB Limited who will also have the right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability.

In case of any accident of any sort, the Contractor shall be responsible for:

- extend all medical assistance to the injured make compensation for any damages claimed in respect of the accident, in charging compensation for loss of property intimating the Board and to all the authorities as per law.
- The Contractor, in addition, shall indemnify the Board and cover the risk by insurance as required in Clause 30 above,

- The Contractor shall not continue if the work is being carried out in such a way as may cause accidents and endanger the safety of the persons and /or property. The Contractor shall follow all the safety procedures stipulated by KSEB Limited after award of Contract which will form part of the Contract.

3.32. SITE SAFETY

Adequate safety equipment s shall be provided to all the workers, like hand gloves, head gear, etc. Meggers & testers shall be provided in sufficient quantity. Only persons having qualifications specified by KSEB Limited shall be engaged to carry out all types of electrical works.

3.33. Protection for opening in ground

Every opening in ground be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing. In some cases it may be necessary to temporarily cover the opening.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of this work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any damages and costs which may be awarded in any such suit action

3.34. Safety Equipment

All necessary personnel safety equipment as considered adequate by the Engineer -in -charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipments by those concerned.

3.35. Safety Acts and Rules

Notwithstanding the above clauses there is nothing in this agreement to exempt the contractor to exclude the operations of any other Act or rule in force in the Republic of India.

Executive Engineer
Project Management Unit, Kozhikode.

TECHNICAL SPECIFICATIONS

The following technical specification shall govern the items of work covered under this contract. For works not covered by these specifications, the I.S. Specifications for the respective work shall apply and the contractor is bound to execute, such items in conformity with these specifications as though such standard specifications form part of this contract specifications.

SCOPE OF WORK:

Kerala State Electricity Board Ltd invites e-tenders under competitive bidding from eligible bidders for the work of “**HT RECONDUCTORING WORK USING COVERED CONDUCTOR AT THAMARASSERY AND CHAMORA FEEDER UNDER ELECTRICAL SECTION THAMARASSERY.**”The work involves Fitting and erecting LT/HT- PSC/A Poles, HT Stay, HT Fly stay, HT Strut including digging and backfilling the pits, Providing Coil Earth and Pipe Earth, Transportation of poles, Stringing of 3 wire HT lines using HT covered conductor etc.

The following technical specification shall govern the items of work covered under this contract. For works and supply of materials not covered by these specifications, the I.S. Specifications for the respective work or materials shall apply and the contractor is bound to execute such items in conformity with these specifications as though such standard specifications form part of this contract specifications.

General procedure to carry out the work:

Pit marking:

The contractor shall peg mark the pits for poles and stays along the line route in consultation with the Engineer -in -charge. Rate for pits in different classes of soil has been incorporated in the BOQ.

Excavation of pits:

Pits shall be excavated in such a manner that the planting depth is 1.5m for poles up to 9m long and 1/6th of length of poles for poles of length more than 9m. In rocky surfaces depth of pit excavation need to be only 1m at a diameter 1.3 times bottom width of the pole. Pits thus excavated in rocky areas shall be filled up with plain concrete of mix 1:2: 4 with pedestal 1.5 m above ground. Stays for the pole can has to be fixed in pits of depth 2/3 length of stay rod. In rocky areas stays are to be fixed in pits of depth 1m with plain concrete (1:2:4) up to ground level.

Pole erection and providing stays:

After the excavation of pits are completed, the poles to be erected may be brought to the pit location. Then the pole may be erected inside the pit. The verticality of poles are to be ensured and the alignment of poles shall be judged using suitable methods. Having satisfied that the verticality and alignment are all right, earth filling or concreting is to be done.

Erection of DP (double pole structures) at angle location:

Generally, for angles of deviation more than 20 Deg. and, in straight portion at intervals not exceeding one-kilometer, double pole structures of spacing 3.0 m. may be erected. The pits are to be excavated and DPs are to be erected as per the bisection of the angle of deviation.

Running Out of the Conductors:

The contractor shall be entirely responsible for any damage to the pole or conductors during stringing. The conductors shall be run out of the drums from the top in order to avoid damage to conductor. A suitable braking device shall be provided to avoid damaging, loose running out and kinking of the conductors. Care shall be taken to ensure that the conductor does not touch and rub against the ground or objects, which could scratch or damage the strands. The sequence of running out shall be from the top to down i.e. the top conductor shall be run out first, followed in succession by the side conductors. Unbalanced loads on poles shall be avoided as far as possible. Wherever applicable, inner phase off-line conductors shall be strung before the stringing of the outer phases is taken up. When lines being erected run parallel to existing energized power lines, the Contractor shall take adequate safety precautions to protect personnel from the potentially dangerous voltage build up due to electromagnetic and electrostatic coupling in the pulling wire, conductors and earth wire during stringing operations. The Contractor shall also take adequate safety precautions to protect personnel from potentially dangerous voltage build up due to distant electrical storms or any other reason.

Stringing of Conductor: -

The stringing of the conductor shall be done by the standard stringing method. Conductors shall not be allowed to hang in the stringing blocks for more than 96 hours before being pulled to the specified sag. Derricks/ scaffoldings or other equivalent methods shall be used to ensure that normal services are not interrupted and any property is not damaged during stringing operations for roads, telecommunication lines, power lines and railway lines. However, shut- down shall be obtained when working at crossings of overhead power lines. The contractor shall make specific request for the same to the owner.

Coil Earthing:

All HT poles are to be coil earthed and once every five poles for LT. Coil earthing shall be done using No.8 SWG GI wire of length 10 meter compressed into a coil of 450 mm length and diameter of 50 mm and buried 5,000 mm deep. The free end of the coil earth shall be well jointed to the GI wire from the top of the pole and loose GI wire shall be well dressed along the pole. Any excess length and shall be laid underground from the bottom of the pole upto earth coil.

Pipe Earthing

parts, Lightning arresters, trans- former neutral terminal etc. are to. be earthed by pipe earthing. The top edge of the pipe shall be at least 200mm below the ground level. The GI earthing wire shall be fixed not less than 300 mm deep from the ground level. 5 Nos. of pipe earthing has to be provided at transformer stations and 2 nos. at each DP point and distance between any two pipe earths shall be not less than 1.5m.

Tools and Plant to be arranged by the contractor:

All equipment like cranes, chain pulley blocks, digging equipment etc. shall be arranged by the contractor himself. KSEBL will not supply nor give on hire any of these equipment.

Warning tapes/ traffic cones:

Attention catching warning and security tapes are to be provided at the work site for the safety of pedestrians

and vehicles. The warning board “MEN AT WORK- KSEB”

This specification intends to cover but not restrict to the following activities, services and works. The scope covers detailed route survey of pole spotting, optimization of pole location etc. Providing engineering data, drawings and O&M manuals for Owner’s review, approval and records. In addition to the requirements indicated in this section as Technical Specifications, all the requirements as stated in other sections shall also be considered as a part of this specification as if completely bound herewith. The bidder shall be responsible for providing all equipments and services specified or otherwise which are required to ensure operability, maintainability and the reliability of the complete work covered under this specification.

Warning tape, traffic cone, barricades, danger boards etc are to be provided in sufficient quantities at work site during the execution of work.

- Make sure not to damage the conductor when lifting the drums.
- Make sure the ground is hard and flat before placing the drums standing on their flanges to avoid damaging the conductor.
- Minimum bending radius shall be considered during spooling.
- Typical dimension on rollers shall be 30 x conductor diameter.
- Avoid conductors dragging on the ground during stringing. If dragging can’t be avoided, place a smooth material on the ground to avoid scratches on the conductor’s surface.
- Keep the tension on the drum to a minimum. This is to avoid the conductor slicing through to lower layers on the drum as this can cause conductor to lock on the drum.
- Minimum ROW to be ensured before stringing the 11 kV Covered Conductor.
- Ensure 11 kV Covered Conductor is taken directly from the drum to the single-sided pulley to be mounted on the cross arms.
- Ensure mid span joints are insulated properly.
- Ensure tension applied on the conductor to be within limits as specified in the technical particulars.
- Lightning Arrester shall be installed every 1 km and pipe earthed using GI strip of sizes 25x3mm.
- Helical UV plastic ties as per standard shall be used for binding covered conductor with polymeric Pin Insulators.
- Rollers and pulleys shall be used for stringing the conductors.
- Removal of conductor insulation is not allowed in any case at cut points and other locations.

Executive Engineer
Project Management Unit
Electrical Circle
Kozhikode.

SAMPLE FORM – A

Bounden Agreement to accompany the bid

(To be executed on a Rs.200/- non-judicial Kerala Stamp Paper)

Articles of agreement executed on this the day of two thousand between the Kerala State Electricity Board Ltd acting through The Executive Engineer, Project Management Unit, Electrical Circle, KSEB Ltd, Kozhikode, hereinafter referred to as “KSEB Ltd” of the one part and Shri (here enter name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the invitation for tenders as per Notification No. dated and subsequent amendments there to the bounden has submitted to the KSEB Ltd a tender for the.. .. specified therein subject to the terms and conditions contained in the said tender documents.

WHEREAS the bounden has also deposited with the KSEB Ltd a sum of Rs. /furnished a Bank Guarantee for a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by KSEB Ltd.

NOW THESE PRESENTS WITNESS AND it is hereby mutually agreed as follows:

- In case the tender submitted by the bounden is accepted by the KSEB Ltd with or without modifications and the contract for ... is awarded to the bounden, the bounden shall within 10 days of acceptance of his tender execute an agreement with the KSEB Ltd incorporating all the terms and conditions under which the KSEB Ltd accepts his tender.
- In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the KSEB Ltd shall have power and authority to recover from the bounden any loss or damages caused to the KSEB Ltd by such breach as may be determined by the KSEB Ltd, appropriating the moneys inclusive of earnest money deposit or/any kind of security furnished by the bounden and if the money or security is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable and also in the manner hereinafter contained. The bounden will have no claim or right over the moneys and/or securities and earnest money appropriated by the KSEB Ltd and those moneys

or/and securities shall belong to the KSEB Ltd.

- All sums found due to the KSEB Ltd under and 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 those such sums are arrears of land revenue and also in such other manner as the KSEB Ltd may deem fit.
- The bounden undersigned have carefully examined and understood the bid documents.
- The bounden hereby agree to execute the works if awarded with the conditions of the contract and other prices identified in the bid document for the contract price as furnished in the BOQ.
- The bounden understand that KSEB Ltd not bound to accept the lowest or any bid you receive or assign any reason thereof.
- The bounden agree to keep this Bid open for acceptance for 90 days from the date of opening of price bid whichever is later and also agree not to make any modification in its terms and conditions of my/our own accord thereof.

In witness where of Sri.(here enter name and designation) for
and on behalf of KSEB Ltd and Shri. the
bounden have hereunto set their names the day and year shown against their respective signatures.

Signed by Shri (Date)

In the presence of witness :

- 1.
- 2.

Signed by Shri (Date)

In the presence of witness :

- 1.
- 2.

Note: Scanned copy of Bounden agreement in Rs 200/- stamp paper to be submitted online in cover I. Original document shall submit as per the Instructions to tenderers.

SECTION C

Declaration by Tenderer

(Name of the tenderer/bidder)

Hereby declare that I am not in any way related to any Board's servant who is in charge of or having control of this purchase. I agree that, if, at any stage, it is found that this declaration is untrue, the Earnest Money / Security Deposit, paid by me will be forfeited and the contract entered will stand cancelled. It is understood that the relationship with the Board's servant referred to herein will be restricted to my Father, Mother, Son, Daughter, and Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and First cousin of the officer concerned.

Yours faithfully,

Name and Address of the Bidder

Place:

Date:

Section H

(To be furnished in Rs. 200/- Kerala Stamp Paper along with price bid)

BID FORM

Date: - -2024

To
The Executive Engineer, PMU, Kozhikode

Gentlemen,

Having examined the conditions of contract and specifications I / We, the undersigned offer to execute the work of _____ in conformity with the said conditions of contract and specification for the sum of or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

I/We agree to abide by this bid for a period specified under Clause (2.11) and it shall remain binding upon us for acceptance by KSEB Limited at any time before the stipulated expiry. This bid and your written acceptance shall be the basis for Contract Agreement.

I/We further agree to sign an agreement to abide by the General Condition of Contract and carry out all works according to specific clauses.

I/We undertake if our bid is accepted, to commence the work within _____ days and to complete the work specified in the contract within _____ days calculated from the date of your work order.

If our bid is accepted we will provide a Bank Guarantee /Cash deposit to the sum not exceeding 5% of the contract sum for the due performance of the contract.

.Until a formal contract is prepared and executed, our offer as per the price bid shall constitute a binding contract between us.

I/We agree not to make any modification in its terms and conditions of my/our own accord Signed this dayof2024

SIGNATURE
(in the capacity of)

Duly authorized to sign bid for and on behalf of :

Witness:

Address:

Signature:

SAMPLE FORM C

PREVIOUS EXPERIENCE INFORMATION

(The information to be filled in by the Tenderer in the following pages will be used for the purposes of qualification as provided in clause 4 section 1c of Invitation for tender. The qualifications of all the participating Tenderer shall be filled against corresponding columns in the table below.)

Constitution or legal status of Tenderer (Attach copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of Tender (Attach Copy)

2.Details of similar nature of work completed over the last three years

3.Details of present activity in which the firm/Tenderer engaged as a main contractor.

SL No	Name of work	Quoted PAC	Period of contract	% of work completed

Equipment/machinery essential for carrying out the works available with the Tenderer may be furnished below:

Vehicles/Machinery	Capacity & Year of manufacture	Condition	Whether presently deployed for any other work	Other equipments

Qualification and experience of key personnel for administration and execution of the contract. Attach details

Information on current litigation in which the Tenderer is involved

Name, address and telephone, telex and fax numbers of the Tenderer's bankers who may provide references if contacted by the KSEB Ltd.

Name and
Address of Tenderer

Place :

Date :