

KERALA STATE ELECTRICITY BOARD LIMITED

SUBSTATION SUB DIVISION, OTTAPALAM

Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025.

Bid documents for the

**Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to
Proposed 110 kV Substation Kothakurissi**



**OFFICE OF THE ASSISTANT EXECUTIVE ENGINEER SUBSTATION SUBDIVISION,
OTTAPALAM – 679103**

February 2025

OTTAPALAM

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VOLUME –I

(BID DOCUMENTS AND GENERAL CONDITIONS OF CONTRACT)

SECTION 1

KERALA STATE ELECTRICITY BOARD LIMITED

SECTION – 1.A NOTICE INVITING TENDER

The Assistant Executive Engineer, Substation Subdivision, Ottapalam invites online bids from the experienced Contractors for the following work.

1	Re Tender No.	KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025.
2	Name of work	Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi
3	Probable Amount of Contract	Rs. 54,87,163/-
4	Earnest Money deposit	Rs.50,000/-
5	Bid Submission Fee	Rs.5,900/- (including GST @ 18%)
6	Period of Completion	4 Months
7	Publish date	19-02-2025 , 10.00 hrs
8	Date on which online submission starts	21-02-2025 , 10.00 hrs
9	Last date & time of online submission of bids	28-02-2025, 16.00 hrs
10	Date & time of opening of bids	05-03-2025, 11:00 hrs.
11	Download of Tender documents	www.etenders.kerala.gov.in
12	Name of Office Inviting Tender	Office of the Assistant Executive Engineer KSEBL, Substation Subdivision, Palappuram P.O, Ottapalam, Palakkad, Kerala-679103 Phone : 9496010260

- Tender can be submitted online on the website www.etenders.kerala.gov.in.
- Rate Quoted should be exclusive of GST.
- KSEB Ltd. will reimburse GST on production of relevant documentary evidence. Input tax benefit availed by the contractor if any should be passed on to KSEB Ltd.
- The bidders should have the necessary portal enrollment (with their own Digital Signature Certificate).
- The EMD and the non refundable Tender document fee shall be remitted on line through Internet Banking. Any other Mode of payment will not be allowed. Bidder should ensure that tender document fee (Rs 5,900/-) and EMD (Rs 50,000/-) are remitted as **one single transaction (ie. Rs. 55,900/-)** and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transaction. The **Internet Banking** may be exercised at least 48 hours before the closing date of the bid submission to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system.
- The bid shall be submitted on line and duly filled bid documents shall be uploaded in their designated on line covers. The Bid shall be accepted only through on line mode.
- The scanned copies of all agreements executed in Kerala stamp paper worth Rs.200/- in each and all certificates /documents mentioned elsewhere in the bid document for pre-qualification are to be attached along with the bid through on line. The pre-qualification bid shall be opened on line at the office of the Assistant Executive Engineer, Substation Subdivision, Ottapalam on the date and time mentioned above.
- Originals of all agreements in stamp paper, enclosed in a sealed envelope indicating Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025 shall be submitted to the Assistant Executive Engineer, Substation Subdivision, Ottapalam so as to reach before **05.03.2025, 10.00 Hrs.**
- More details about the e-tendering procedure will be available from 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, 18C, Section E Hall, JNI Stadium, Kaloor, Ernakulam (Phone: 0484 –2336006, 2332262) and Kerala state IT Mission e-procurement support centre, 1st floor, Civil station, Collectorate, Kannur (Phone : 0497 2764788, 2764188) on all working days from 10:00 am to 5:00 pm.

Further details can be had from
Office of the Assistant Executive Engineer,
Substation Subdivision,
Kerala State Electricity Board Limited
Ottapalam, Palakkad- 679103

Phone – 9496010260 (AEE), 9961497812 (AE)
E mail – aeesssdotp@gmail.com

Sd/-
Assistant Executive Engineer
Substation Subdivision
Ottapalam.

Ottapalam,
17-02-2025

Note: - If any of the date of serial no. 10 of NIT happens to be a holiday; the actual date for the same will be the next working day. No separate intimation in this regard will be issued. For details, also visit our web site www.kseb.in

Section1.B Application Form
(To be filled by the applicant)

To,
The Assistant Executive Engineer,
Substation Subdivision,
KSEBL, Ottapalam
Palakkad-679103

Sir,

Sub:- Bid documents for the **Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi** - regarding.

Ref:- Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025

We are interested in getting ourselves participated for the aforesaid work.

Enclosed please find the questionnaires duly filled in along with 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 :		

KERALA STATE ELECTRICITY BOARD LIMITED

Section 1.C INVITATION FOR BIDS (IFB)

Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25 /Dtd 17-02-2025

- ☐ 1.The Kerala State Electricity Board Limited invites e-tenders from eligible bidders for the work of “Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi.” which includes transportation of materials, construction of the tower footings, erection of tower structure, stringing lines, completion of the line to the full satisfaction of KSEB Ltd on Contract Basis as defined in the Bid documents.
- ☐ 2.The project will be supervised by the Kerala State Electricity Board Limited.
- ☐ 3.Brief description of “Works” under the project is as follows.

SI No	Bid No	Name of work	Completion Period
1.	KSEB/AEE /SSSD/OTP /12/2024-25 /Dtd 17-02-2025	Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi, which includes transportation of materials, construction of the tower footings, erection of tower structure, stringing lines, completion of the line to the full satisfaction of K.S.E.B. Ltd on Contract Basis as defined in the Bid documents.	The period of completion of work shall be 4 months reckoned from the official date of commencement which is date of agreement.

4. Eligibility and qualification of Intending Bidders.

- 4.1. This invitation for bids is open to eligible bidders. The intending bidders shall, inter-alia, meet the following criteria to qualify for the award of contract.
 - a. The bidder should have **minimum 3 years** experience in construction of EHT transmission lines. The contractor should have completed such works totaling to at least 60 lakhs (20 lakhs per year X 3) during any 3 years out of the last five years ie. 2020, 2021, 2022, 2023 and 2024 and **out of which at least one work should be in the nature of construction of EHT transmission lines for which the amount of PAC not less than rupees 20 Lakhs and the completion certificate of the work awarding authorities tantamount to total work for 3 years shall be uploaded along with the tender for proving the experiences delineated above.** Only contractor who satisfy this criteria need apply

- b. The bidder should be solvent for an amount equal to **50% of PAC** and should submit latest solvency certificate issued by Nationalized or approved Scheduled Bank in original or copy attested by the notary public clearly indicating to what extent the firm is solvent, in the Board's prescribed format (sample **form E in Section 3**). The date of solvency certificate should be within **six months** prior to the date of submission of bid.
 - c. NIL
 - d. **Joint venture of not more than two partners are allowed to quote.** For qualifying, its members must meet together the minimum criteria of sub clauses 4.1(b), 4.1(c).Also any of the member shall possess proven **3 years** experience as indicated against 4.1(a) pertaining to construction of EHT transmission line work. Failure to comply with this requirement shall result in rejection of the joint venture bid.
 - e. Firms accepting Board's payment, penalty and completion period will alone be pre-qualified. Tenderers should have the capacity to engage sufficient number of gangs for achieving the target within the time schedule.
 - f. Bidder should have Possession or capability for timely acquisition/ procurement (own, lease, hire etc) of the following essential equipment:
 - a. Construction machinery for civil/electrical works.
 - b. Material handling facilities for erection.
 - c. Equipment for stringing lines
 - g. The bidder should not anticipate a change in ownership during the proposed period of execution of works (if such a change is anticipated, the scope and effect thereof shall be defined).
- 4.2 Documents showing the details listed in clauses 4.1 above should be attached along with bid.

5 **DOCUMENTS TO BE FURNISHED FOR PRE QUALIFICATION:-**

- 5.1. The Bidders shall include the following information and documents with their bids.
- ☐ a.Copies of original documents defining the constitution or legal status, principle place of business, written power of attorney of the authorized signatory to sign on behalf of the Bidder, PAN card, GST registration.
 - ☐ b.Experience certificate in executing similar works by the Bidder/any member of joint venture for **three years** out of **last five years**.
 - ☐ c.Latest solvency certificate (Refer Clause 4.1b) issued by Nationalized or approved Scheduled Bank in original or copy attested by the notary public clearly indicating to what extent the firm is solvent, in the Board's prescribed format (**sample form E in Section 3**). The solvency certificate shall be for an

amount equal to 50% of PAC. The date of solvency certificate should be within six months prior to the date of submission of bid.

- ☐ d.Nil.
- ☐ e.Major items of construction equipment/machineries proposed for carrying out the contract. **(in form No. C of section 3).**
- ☐ f.Qualifications and experience of key site management and technical personnel proposed for the contract. **(in form No. C of section 3).**
- ☐ g.Authority to seek reference from the bidder's bankers.
- ☐ h.Information regarding any current litigation in which the bidder is involved, the parties concerned and disputed amount etc. **(in form No. C of section 3)**
- ☐ i.A declaration **(in form No. D of section 3)** establishing that the bidder (including members of joint venture) are not been associated, nor have been associated in the past, directly or indirectly, with the Engineer or any other who have prepared the design, specification and other bidding documents for the project or being proposed as Engineer-in-charge for the contract.
- ☐ j.Project execution tentative work schedule as per **form No. F of Section 3.**

5.2 Bids submitted by a joint venture of not more than 2 members shall comply with the following requirements. Non compliance of these provisions as required under this clause shall make the bidder's offer non responsive.

- ☐ a.The Bid shall include all the information listed in sub-clause 5.1 above of each Joint venture member.
- ☐ b.The Bid shall be signed so as to be legally binding upon all members. The evidence of this shall have to accompany the Bid of the Bidder with proper legal documentation.
- ☐ c.Lead members shall be nominated as being in charge and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of both members.
- ☐ d.The Bid shall include joint venture agreement in the proforma (Sample **Form "G"**) to be executed by its members and which shall state inter-alia that both members shall be liable jointly and severally for the execution of the Contract and that the Member-in-charge shall be authorised to incur liabilities and receive instruction for and on behalf of any member, and the entire execution of the contract including payments shall be done exclusively with the Member-in-charge.
- ☐ e.Member of the joint venture is neither eligible for bidding in individual capacity nor would be eligible in associating in more than one joint ventures of this same tender.

5.3. The intending Bidder shall inter-alia meet the conditions as stipulated under **clause 4 of Section 1.c** (Invitation for bids) to qualify for the award of contract

It shall be explicitly noted that the requirements/ criteria covered under sub clauses 5.1(a) to 5.1(j) shall strictly apply to the Bidder offering the bid and not to his associated companies or group of companies or companies taken over by him. This provision shall also apply in the case of all the members of a joint venture Bid.

6 Bid Security (EMD)

- 6.1. The EMD shall be remitted on line through State Bank of India payment Gateway mode. Any other mode of payment 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. It can also be furnished in the form of Bank Guarantee as provided in **sample form B in section 3** from a Nationalized/Scheduled Bank except Indus Ind Bank. The Bid EMD shall be an amount of **Rs.50,000/-**
- 6.2. **Bid EMD must accompany the bounden agreement in sample form (A) in section 3 given in the Bid Documents, failing which the Bid shall be rejected.**

7. Bid issue and Receipt by KSEB Ltd

- 7.1. Bid documents and other details may be downloaded from the website **etenders.kerala.gov.in**. The tender document fee shall be remitted online through RTGS or State Bank of India NEFT payment Gateway mode or SBI internet Banking. Any other mode of payment will not be allowed.
- 7.2. No extension of Bid due date shall be considered on account of delay in receipt of Bid documents online. The bidder is advised to submit the bids 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.
- 7.3. Kerala State Electricity Board Limited reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of KSEB Ltd consequently.

Sd/-

**Assistant Executive Engineer,
Substation Subdivision,
Ottapalam.**

SECTION 2

SECTION 2

INSTRUCTION TO BIDDERS

I. GENERAL

1. SCOPE OF BID

- 1.1 The Executive Agency (also referred to as the “KSEB Ltd” in these documents) invites bids for **“Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi”** which includes transportation of materials, construction of the tower footings, erection of tower structure, stringing lines, completion of the line to the full satisfaction of KSEB Ltd. on Contract Basis as defined in the Bid documents.”
- 1.2 The successful Bidder shall complete the works **within 4 months** reckoned from the official date of commencement which is the date of Agreement.
- 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 FUNDS

- 2.1. The project will be implemented by Kerala State Electricity Board Limited with its own funds allocated.

3. ELIGIBLE BIDDERS

- 3.1. The bidding is open to bidders satisfying the conditions described under [clause 4 in section 1 c.](#)

4. COST OF BIDDING

- 4.1. 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.

5. SITE VISIT

- 5.1. 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 Executive Engineer, Substation Subdivision, Ottapalam or Assistant Engineer, T.C. Section Cherpulassery** for 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.

II. BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENTS

- 6.1. The set of bidding documents comprises the documents in "Clause 16" of [Section 2](#)
- 6.2. Bidders shall have to submit their bids on line with all relevant columns completely filled in as applicable, without deviating from the format and content.

7. CLARIFICATION OF BIDDING DOCUMENTS

- 7.1. A prospective bidder requiring any clarification of the bidding documents may notify the KSEB Ltd in writing or by fax at the KSEB Ltd's address indicated in the Notice inviting tender.
- 7.2. KSEB Ltd may respond to any such request for clarification, which it receives up to 10 days prior to the submission of bids.
- 7.3. Request for clarification or any delay in complying with such request by KSEB Ltd, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.
- 7.4. Immediately upon download of the bidding document, the prospective Bidder shall inform KSEB Ltd the details as given below to facilitate the process of clarification.
 - a) Name of Bidder and contact person
 - b) Detailed address
 - c) Telephone, telex and fax number
 - d) E-Mail Address

8. AMENDMENT OF BIDDING DOCUMENTS

- 8.1. Before the deadline for the submission of bids, KSEB Ltd may modify the bidding documents by issuing corrigendum.
- 8.2. All amendments/ corrigendum shall be published on the **etenders.kerala.gov.in** website. KSEB Ltd shall not be responsible for bidders negligence in checking the website regularly for any updates on this tender.
- 8.3. In case it is not possible to open the tender on the specified time and date due to any valid reason the revised time and date will be published on the **etenders.kerala.gov.in**

III. PREPARATION OF BIDS

9. LANGUAGE OF BID

- ☐ All documents relating to the bid shall be in the English language.

10. DOCUMENT COMPRISING THE BID

- 10.1. The bid submitted by the bidder shall comprise the documents as mentioned in [Clause 16 of section 2](#).

11. BID PRICES

- 11.1. The quantities of items of works, length of line etc., mentioned in price bid are only approximate. The bidder has to execute the work/supply materials if any needed for actual completion of works. Rate quoted shall apply for all quantities required for completion irrespective of variation, payment will be made as per actual. The rates quoted for all supply of materials, if any and Civil/Electrical works shall include, the conveyance of all materials, and items with all lifts and leads, all labour charges for centering, concreting, form work, scaffolding charges, masonry works, plastering, painting, curing at all levels, required T & P etc., complete.
- 11.2. The specifications, units and estimated quantities are given in the price schedule (BOQ-Volume III). The specifications, units and estimated quantities are given in the price schedule (BOQ-Volume III). The bidders shall study the cost for completion of the entire work including any contingent item of work required. This shall be arrived after precise assessment of all labour, material and incidentals involved excluding cost of materials supplied free of cost by Board if specified. The bidder shall quote a percentage rate of total estimate amount as specified in the schedule. The Contractor is not eligible for any escalation for the rates quoted and accepted.
- 11.3. **The price quoted by the bidder shall be inclusive of all statutory duties (excluding GST), taxes and other levies payable such as insurance, freight charges etc.**
- ☐ As regards Income Tax, Surcharge on Income Tax and any other Corporate Tax, the KSEB Ltd shall not bear any tax liability whatsoever irrespective of the mode of the contract. The bidder shall be liable and responsible for payment of such taxes attracted under the provisions of law. Tax will be deducted at source wherever required. The contractor shall produce GST invoice along with the work bill (part bill and final bill).

The contractor will be liable for any loss incurred to KSEB Ltd due to the failure in the part of contractor in complying statutory requirements under GST Act and Rules.

The contractor should produce Tax clearance certificates as and when required.

12. BID VALIDITY

- 12.1. **Bid shall remain valid for a period of 120 days from the date of opening of price bid.**
- ☐ In exceptional circumstances, KSEB Ltd may request the bidders to extend the period of validity for a specified additional period. The request and the Bidders

responses shall be made in writing or by fax. A Bidder may refuse the request, in such cases bid EMD will not be forfeited. 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 13 of section 2](#) in all respects

13. BID SECURITY (EARNEST MONEY DEPOSIT)

- 13.1 The EMD of **Rs.50,000/-** shall be remitted online through SBI internet Banking. Any other mode of payment 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. EMD can also be furnished in the form of Bank Guarantee.
- 13.2 The Bank Guarantee shall be from any nationalized Bank/Scheduled Bank except Indus Ind Bank on non-judicial stamp paper worth **Rs 200/-**. The Bank Guarantee shall be in accordance with sample [Form B](#) in section 3.
- 13.3 Bank Guarantee issued, as security for the Bid shall be valid only after the expiry of the period of contract which includes defect liability period
- 13.4 **The scanned copies of Bounden agreement executed in Kerala stamp paper worth Rs.200/- should be attached along with the bid submitted through online otherwise bids shall be rejected.** Also the originals of all Agreements in stamp paper, enclosed in a sealed envelope indicating Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025 shall be submitted to the Assistant Executive Engineer, Substation Subdivision Ottapalam before 05.03.2025 10:00 Hrs the bid opening date.
- 13.5 The EMD of the rejected and unqualified bidders will be returned.
- 13.6 The EMD of the unsuccessful bidders will be released, only after issue of Letter of Acceptance to the successful bidder. The EMD will not carry any interest.
- 13.7 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 23.2](#) of this section.
 - ☐ In the case of successful Bidder, if he fails within the specified time limit to sign the Agreement, and furnish required performance security.

14. ALTERNATIVE PROPOSAL BY BIDDERS

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

15. FORMATS AND SIGNING OF BID

- ☐ The bidder shall furnish the documents as described in Clause 16 of Instruction

to Bidders.

- 15.2 The bid shall be digitally signed by a person duly authorised to sign on behalf of the bidder pursuant to Sub-Clause 5.1(a) or 5.2(c) of section 1 as the case may be with a valid Digital Signature Certificate (DSC) availed from an approved Certifying Authority. By submitting digitally signed Bid documents, the bidder accepts that they have clearly understood and agreed all the terms and conditions of this Tender.
- 15.3 The bidders should furnish complete information in the prescribed format of the bid documents, itself.

IV. ON LINE SUBMISSION OF BIDS

16 Submission of Bids

- 16.1 Bidders shall submit **on line** the bid documents and questionnaire duly filled in giving all desired information therein.
- 16.2 Bids shall be submitted in the following designated **on line** covers:

16.2.1. EMD details and Bounden agreement

1. Scanned copy of the EMD as BG as per sample **Form 'B'** of section 3 of Volume-1.
2. Scanned copy of Bounden agreement in Kerala Stamp Paper worth **Rs.200/-** as per sample **Form 'A'**, of section 3 of Volume-I

16.2.2 Volume-I& II

- 1 Volume I- Bid documents and General conditions of contract.
 2. Volume II- Technical specifications and special instruction.
- ☐ All other scanned certificates/documents mentioned elsewhere in the bid documents for Pre-Qualification. (**Upload as a single PDF document**)

16.2.3. Price Bid

1. Price Bid.-BOQ (Volume III)
2. Scanned copy of bid form (Sample Form H of section 3, Volume I) in Kerala Stamp Paper worth **Rs.200/-**

16.3. Tenders/bids shall be accepted only through on line mode in the website and no manual submission shall be entertained.

16.4 Nil

16.5 The firms should give details of similar nature of work completed over the **last five years** and details of present activities in the relevant columns of format.

16.6 The declaration by the bidders that they are not having any connection directly or indirectly, with the concerned Board Employees, should be filled in (**Form 'D'**

of section 3, Volume I).

- 16.7 Legibly scanned copies of Certificates of current/ completed works of similar nature within the last 5 years preferably from KSEB Ltd and other Public utilities (duly attested) should be attached to the extent possible.
- 16.8 Notary attested scanned copy of solvency certificate issued within 6 months prior to the date of submission of bid, along with audited financial statement, profit and loss account.
- 16.9 **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 etenders.kerala.gov.in website for further processing.**
- 16.10 All Amendment(s)/Corrigendum(s) shall be published on the **etenders.kerala.gov.in** website. KSEB Ltd shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.
 - ☐ In case it is not possible to open the tender on the specified time and date due to any valid reason, the revised time and date will be published on the **etenders.kerla.gov.in** website.
- 16.11 The questionnaire and formats may be used **without any modifications**.

17. DEADLINE FOR SUBMISSION OF BIDS

- 17.1. All the Tender documents are to be submitted online only in the designated covers/envelopes on the website **etenders.kerala.gov.in**. Tenders/ bids shall be submitted on or before **16.Hrs on 28.02.2025**. Late Tenders will not be accepted. The RTGS/NEFT facility for online payment may be exercised at least 48 hours before the closing date of the bid submission to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system.
- 17.2 KSEB Ltd may extend the deadline for Bids by issuing Amendment(s) /Corrigendum(s). KSEB Ltd also reserves the right to extend the bid issue and submission dates without assigning any reason. In such case(s) all rights and obligations of KSEB Ltd and that of the Bidders, which were subjected to the original deadline will be the new deadline.

18. LATE BIDS

- 18.1. Any Bid received by KSEB Ltd after the deadline prescribed in **Clause 17.1** above shall be rejected.

V. BID OPENING AND EVALUATION

19. Online opening of Bids

19.1 EMD Scrutiny:-

The cover containing scanned copies of BG for EMD (Applicable only if EMD

as BG)and Bounden Agreement as per sample [Form A](#) of section 3 of Volume I, Copy of Experience certificate, Copy of Solvency certificate, Copy of GST registration and PAN card, Signed tender document (this document to be re-uploaded after digital signing as acceptance of tender conditions) and the price bid (Volume III) will be opened and considered. In the absence of the same the bid will be summarily rejected.

20. Original Bid document

- 20.1 The original document for Bounden agreement ('sample [form A](#)' of section 3 of Volume I) and bid form ('sample [form H](#)' of section 3 of Volume I) and' sample form G of section 3 of Volume I (in the case of Joint venture) in Kerala stamp paper worth Rs. **200/-** each shall be sent in a single envelope super scribed as Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025 before **05.03.2025, 10.00 Hrs** 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 Assistant Executive Engineer, Substation Subdivision, Ottapalam 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.

- 20.2 **The bidder shall produce the original copies of documents mentioned elsewhere in the bid documents in physical format, if required by the Department for verification.**

21. PROCESS TO BE CONFIDENTIAL

- 21.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially connected with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence KSEB Ltd's processing of Bids or award decision shall result in the rejection of his bid.

22. CLARIFICATION OF BIDS

- 22.1. To assist in the examination, evaluation and comparisons of bids, KSEB Ltd may, at its discretion, ask any bidder for clarification of his bid, including the prices in the Price Schedules. The request for clarification and the response shall be in writing or by fax, but 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 Ltd in the evaluation of the bid in accordance with [Clause 23](#) below.

23. CORRECTION OF ERRORS

- 23.1. Bids determined to be substantially responsive will be checked by KSEB Ltd for any arithmetic errors. Errors will be corrected by KSEB Ltd as follows: Where

there is a discrepancy between the amount in figures and in words, the amount in words will govern.

- 23.2. The amount stated in the form of Bid will be adjusted by KSEB Ltd 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 in accordance with [Clause 13.7 \(b\)](#) above.

24. CURRENCY FOR BID EVALUATION

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

25. Criteria for Examination, Evaluation and Comparison of Bids

25.1 Examination of genuineness and responsiveness

Before pre-qualification and selection of the bid for work, the Board will examine all bids for their genuineness and responsiveness.

a) A genuine bid shall be one which contains.

- ☐ Authenticated Documents and data.
- ☐ Legally enforceable Undertaking/ agreements wherever required.
- ☐ b) Nil

(c) 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.

A material deviation or reservation is one;

- ☐ which affects in the scope, quality or performance of the works.

- ☐ which is inconsistent with the bid documents and limits the Board's right or the bidders obligation under the contract.
- ☐ whose rectification would affect unfairly the competitive position of other bidders submitting substantially responsive bids.

Only the genuine and responsive bid will be considered for further evaluation for pre-qualification and comparison for selection.

25.2 Nil

25.3 Nil

26 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 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 guarantee, date of commencement and completion of works etc. will also be included.

Sd/-

**Assistant Executive Engineer
Substation Subdivision
Ottapalam**

SECTION 3

SECTION - 3

SAMPLE FORMS

Bidders are advised to note the contents of the following sample Form which form the part of Bidding Documents

Sample Form	Description
A	Bounden Agreement to accompany the bid
B	Bid EMD (Bank guarantee)
C	Qualification Information
D	Form of declaration
E	Solvency certificate
F	Time schedule
G	Joint venture agreement
H	Bid Form

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 twenty .. between the Kerala State Electricity
Board Limited acting through ..
..... (here enter the designation of officer
who has invited this tender) hereinafter referred to as “The Board” 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.
KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025 and subsequent amendments there to the bounden
has submitted to the Board 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 Board 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 the Board.

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

- ☐ In case the tender submitted by the bounden is accepted by the Board with or without modifications and the contract for ... is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the Board incorporating all the terms and conditions under which the Board accepts his tender.
- ☐ In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Board shall have power and authority to recover from the bounden any loss or damages caused to the Board by such breach as may be determined by the Board, 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 Board and those moneys or/and securities shall belong to the Board.
- ☐ All sums found due to the Board under are 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 Board may deem fit.

In witness where of Shri(here enter name and designation) for and on behalf of Board 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. Original document shall submit as per [clause 20.1 section 2](#) of Volume - I

SAMPLE FORM B

Bid Security (EMD as Bank Guarantee)

Whereas,... .. (Name of bidder)(here in called “the bidder”) has submitted his bid dated... .. for the Bid No. KSEB/AEE/SSSD/OTP/12/2024-25 /DTD 17-02-2025 for the work of “**Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi.**” as described in [Clause 3](#), Section 1.c (IFB)

NOW ALL MEN BY these presents that We (Name of bank) having our registered office at (here in after called “the Bank”) are bound unto the Kerala State Electricity Board Limited, Kerala State, India (herein called “K.S.E. B. Limited”) in the sum of Rs. for which payment well and truly to be made to the said Bank binds himself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this day of 2025.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the form of Bid.
Or
2. If the Bidder having been notified of the acceptance of his bid by the KSEB Ltd during the period of bid validity
 - a. fails or refuses to execute the Form of Agreement in accordance with General Conditions of Contract if required;
Or
 - b. if the Bidder does not accept the correction of his bid price pursuant to Clause 23.2 of Section 2 Volume I.
Or
 - c. fails or refuses to furnish the Performance Guarantee, in accordance with the General conditions of contract

We undertake to pay KSEB Ltd up to the above amount, upon receipt of KSEB Ltd’s first written demand, without KSEB Ltd having to substantiate his demand, provided that in his demand KSEB Ltd will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying occurred condition or conditions.

This guarantee will remain in force up to the expiry of the period of contract which includes defect liability period (as specified in clause 13.3 of the Instructions to Bidders)or as it may be extended by KSEB Ltd, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

.....

(Signature, name and address)

SEAL

Note: Scanned copy of BG for EMD(Applicable only if EMD as BG) in Rs 200/- stamp paper to be submitted online. Original document shall submit as per [clause 20.1](#) section 2 of Volume – I.

SAMPLE FORM - C

Re E-tender No. **KSEB/AEE/SSSD/OTP/12/2024-25 /DTD 17-02-2025**

QUALIFICATION INFORMATION

(The information to be filled in by the bidder in the following pages will be used for the purposes of qualification as provided in [clause 4 section 1c](#) of Invitation for Bids. The qualifications of all the participating Bidder/Members of joint venture shall be filled against corresponding columns in the table below.)

- ☐ **Constitution or legal status of Bidder** (Attach copy)

Place of registration :

Principal place of business:

Power of attorney of signatory of bid (Attach Copy)

- ☐ **Details of similar nature of work completed over the last five years**

Sl. No	Name of work	Name and address of Client	% quoted and quoted PAC	Period of contract	Whether completed in time /before time /after time	Year of completion
1						
2						

3						
4						
5						
6						
7						
8						

☐ **Details of present activity in which the firm/bidder engaged as a main contractor.**

Sl. No	Name of work	Quoted PAC	Period of contract	% of work completed
1				
2				
3				
4				
5				

- ☐ **Equipment/machinery essential for carrying out the works available with the Bidder may be furnished below:**

[illegible]

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

Name	Position	Qualification	Experience and type of work executed

9

[illegible]

- . Name, address and telephone, telex and fax numbers of the Bidder's bankers who may provide references if contacted by the KSEBLtd.

		Name and Address of Bidder
Place :		
Date :		

SAMPLE FORM – D

DECLARATION BY TENDERERS

I/we hereby declare that I am not in any way related to any of Board's servants who is in charge of or having control of this Project. I agree that if, at any stage, it is found that this declaration is untrue, the earnest money deposit/performance guarantee 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, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and First Cousins of the Officer concerned.

		Name and Address of Bidder
Place :		
Date :		

SAMPLE FORM E

FORM OF SOLVENCY CERTIFICATE

(To be issued by Nationalized or approved Scheduled Bank, within a period of 6 months prior to the date of submission of the tender)

This is to certify that M/s
has been banking with us for past years and certify that (Name
and address of the tenderer) are respectable and can be considered good for an amount up to
Rs. /- (Rupees)
.....)

This certificate is issued on the request of (Name and address of the tenderer) to produce
before the Kerala State Electricity Board Limited.

Name and address of the Authorised Signatory

Seal of the Bank

Place

Date

Scanned copy to be submitted online.

SAMPLE FORM. F

TIME SCHEDULE

Name of work:-	Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi.
-----------------------	--

Sl. No.	Name of work	Tentative time schedule for completing the work
1	Tower foundation works including stub setting	
2	Tower erection works	
3	Line stringing works	
4	Testing and Commisisoning	

		Name and Address of Bidder
Place :		
Date :		

SAMPLE FORM – G

Joint Venture Agreement

(To be executed on a Rs.200/- non-judicial stamp paper)

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE MEMBER ALONG WITH MEMBER- IN-CHARGE FOR EXECUTION OF PROJECT NO. IN KERALA STATE.

This DEED OF UNDERTAKING executed this day of Two thousand by having its Registered Office at (hereinafter called the Member which expression shall include successors, administrators, executors and permitted assignees) and having its registered office at (hereinafter called the Member-In-Charge which expression shall include its successors, administrators, executors and permitted assignees) in favour of Kerala State Electricity Board Limited (hereinafter called the KSEB Ltd).

WHEREAS the KSEB Ltd invited Bids as per it's Bid No. KSEB/AEE/SSSD/OTP/12/2024-25/Dtd 17-02-2025 AND Whereas the bid documents stipulate that bidding, is open to the Bidder who possess requisite eligibility and experience as per Invitation for Bids Clause No.4 (including Sub-Clauses of Section -1(c) of Volume -I forming part of the bid documents).

AND WHEREAS the Invitation for bids forming part of the Conditions of Contract inter-alia stipulate that the Joint Venture Bidder along with its Member must fulfill individually the qualifying requirements and be jointly and severally bound unto and responsible for the successful performance of the Contract in the event the Bid is accepted by the KSEB Ltd resulting in a "Contractor".

AND WHEREAS M/s has submitted the Joint Venture proposal to the KSEB Ltd vide No. dated on behalf of the Joint Venture member as per enclosed Power of Attorney signed by legally authorised signatories of both the Members.

NOW THEREFORE THIS UNDERTAKING WITNESS AS UNDER:

1. In consideration of the Award of Contract by KSEB Ltd to the Member-in-charge, I, the member of the Joint Venture do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Kerala State Electricity Board Limited for the successful implementation and performance of the characteristics as specified in the Contract to the satisfaction of KSEB Ltd.
2. In case of any breach of the contract committed by the Member-in-charge, I the Member hereby undertake, declare and confirm that I shall be fully responsible for successful performance of the Contract and undertake to carry out all the obligations and responsibilities under the Contract in order to discharge the obligations of the Member-in-charge stipulated in the Contract.
3. Further if KSEB Ltd suffers any loss or damage on account of any breach of the Contract, I, the Member and Member-in-charge jointly and severally undertake to promptly indemnify and pay such loss or damages to KSEB Ltd on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the

KSEB Ltd against the Member-in-charge under the contract and/or guarantees. It shall not be necessary or obligatory for KSEB Ltd to proceed against Member before proceeding against Member-in-charge nor any extension of time or any relaxation by KSEB Ltd to the Member-in-charge shall prejudice any right of KSEB Ltd under this Deed of Joint Venture agreement against the Member/Member-in-charge.

4. Without in any way affecting the generality and total responsibility in terms of this Deed, the Members hereby agrees to depute their technical experts from time to time to the Member/Member-in-charge/KSEB Ltd project site(s) as mutually considered necessary by KSEB Ltd/Member-in-charge and the Member to ensure proper execution of work in accordance with Contract Specifications and if necessary the Member shall advise the Member in-charge suitable measures to discharge the obligations under Contract.
5. The financial liability of the Members to KSEB Ltd with respect to any and all claims arising out of the performance or non-performance of the obligations set forth in this Deed read in conjunction with the relevant provisions of the Contract, shall, however, be limited to the extent of **115% value** of the entire scope of work of the Member as identified in the Contract. This is, however, without prejudice to various financial liabilities and obligations of the Member-in-charge in terms of the Contract and this Deed.
6. The Member-in-charge has been authorised to incur liabilities and receive instruction for and on behalf of the Member. Payment shall be made exclusively to the Member-in-charge.
7. This deed shall be construed and interpreted in accordance with the laws of India and the Courts situated at Thiruvananthapuram shall have exclusive jurisdiction in all matters arising under this Agreement.
8. We, the Member and Member-in-charge agree that this Agreement shall be irrevocable and shall be an integral part of the Contract and further agree that this agreement shall continue to be enforceable till the successful completion of the Contract and till KSEB Ltd discharges it. It shall become operative from the starting date of the Contract.
9. We the Member and the Member-in-charge will be fully responsible for quality of all works executed and if necessary, their repairs or replacement for successful completion performance of "The Works" in terms of the Contract.
10. IN WITNESS WHEREOF, the Member-in-charge through their Authorised Representatives, have executed these present and affixed common Seals of their respective Companies, on the day, month and year first mentioned above.

For M/s (First Member)

(Signature of Authorised Representative)

Witness:

(Name)

(Signature)

(Designation)

Common Seal of the Company

(Name in Block Letters)

(Official Address)

For M/s(Second Member)
(Signature of Authorised Representative)

Witness:

(Name)

(Signature)

(Designation)

Common Seal of the Company

(Name in Block Letters)

(Official Address)

Note:	Scanned copy of Joint Venture Agreement in Rs.200/- stamp paper to be submitted on line.
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SAMPLE FORM - H

Re E-tender No. KSEB/AEE/SSSD/OTP/12/2024-25 /DTD 17-02-2025

Bid Form

(To be executed on a **Rs.200/-** non judicial Kerala Government stamp paper submitted along with Price bid)

Name of the Project :- **Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi.**

To

The Assistant Executive Engineer
Substation Subdivision
Ottapalam

Sir,

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree to **execute the work Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi** as described in **Clause 3, Section 1.C (IFB) in accordance** with the conditions of the contract and other prices identified in the bid document for the contract price as furnished in the **price bid volume III.**

This bid and your written acceptance shall be the basis for Contract Agreement. I/We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof.

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

I/We, agree to keep this Bid open for acceptance for 180 days from the date of opening of prequalification Bid or 120 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.

Signed this day... .. of ... 2025... ..

Yours faithfully,

Witness:
Address:
Signature:
Date:

Signature:
Name:
Address of:
the contractor:

Seal of the Company

Note: Scanned copy of Bid form in **Rs.200/-** Kerala Government stamp paper to be submitted online along with price bid.

SECTION – 4

SECTION 4

GENERAL CONDITIONS OF CONTRACT- Part 1

DEFINITIONS AND INTERPRETATIONS

1. '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.
2. Agreed rates' shall mean the rates accepted and agreed both by the Board and the Contractor and which shall be given in the schedule forming part of the contract agreement and valid during the period of contract.
3. 'Agreement Authority' shall mean the Officer authorized by Board to execute the agreement with the Contractor for executing the work/project.
4. 'Bank' means Nationalised Bank or Scheduled Bank except Indus Ind Bank.
5. The words, 'Bid' and 'Tender' shall have the same meaning anywhere in these documents.
6. 'Bid Amount/ Bid Price' means the total bid amount indicated by the bidder in BOQ (Bill of Quantities) in price bid documents.
7. 'Bid Security' or 'Earnest Money Deposit' shall have the same meaning.
8. '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.
9. The 'Board' shall mean 'The Kerala State Electricity Board Limited'
10. 'Chairman' shall mean the administrative head of Kerala State Electricity Board Limited appointed by the Government from time to time.
11. 'Assistant Executive Engineer' shall mean the 'Assistant Executive Engineer, Substation Subdivision, Ottapalam' of the Kerala State Electricity Board Limited 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 Assistant Executive Engineer may delegate powers to subordinate officers in respect of execution of work.
12. '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.
13. '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.
14. 'Contract Agreement' shall mean the agreement entered into between the Contractor and the agreement authority.

15. 'Contractor' shall mean the Bidder whose Bid has been accepted by or on behalf of the Board and shall include the contractor, legal personnel, representatives, successors and assignees.
16. '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.
17. '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.
18. 'Defect' shall mean any part of the work not completed or not performing in accordance with contract or specifications.
19. 'Defects liability period' shall mean the maximum period specified by the Board 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 36 months from the date of completion of work. The contractor shall guarantee for the Satisfactory performance of the line and its components against defects/damages arising due to bad workmanship during defect liability period.
20. '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.
21. 'Elevation/reduced level' wherever figures are shown after the word 'Elevation/Reduced Level' or an abbreviation thereof, they shall mean the height in metres based on bench marks established by the Board at site.
22. 'Financial year' shall mean a year beginning on first April and ending 31st March in the succeeding year.
23. 'Government' shall mean 'The Government of Kerala'.
24. 'I.S.S' means the Indian Standard Specifications of the Bureau of Indian Standards.
25. '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 Board 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.
26. 'Letter of acceptance' shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.
27. '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.
28. '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.
29. Obligations of Board are only those obligations, which have been specifically agreed to in the agreement.

30. 'P.W.D.' shall mean the Public Works Department of Kerala State.
31. 'Part Bill' is any bill preferred during the course of work before the final bill.
32. '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 Toto. This certificate will be issued by the Board on the basis of the application of the contractor and only after the successful completion of period of contract.
33. 'Performance Guarantee' 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.
34. '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.
35. 'Permanent Works' means the works to be executed and completed by the contractor under the contract.
36. The word 'Rupee (Rs.)' means Indian Rupee only.
37. '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.
38. 'Site' shall mean and include the lands and buildings in which the works are to be executed in accordance with the contract.
39. '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.
40. '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.
41. '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.
42. Tender/Bid shall have the same meaning and includes all the documents which the bidder submitted with the letter of application as stipulated by the Board and will be included in the contract agreement.
43. 'Tendering authority/bidding authority' shall mean the authorized officer of Board who invites the bid and issues the bid documents on behalf of Board.
44. '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 Board.
45. '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 the Board.

46. 'The title of clauses' shall not limit, alter or affect the meaning of the specifications or conditions of bid documents.
47. '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.
48. 'Work' means what the contract requires the contractor to construct, furnish, supply, provide services for, install, complete, maintain, test, commission and hand over to the Board.

GENERAL CONDITIONS OF CONTRACT - Part 2

1 GENERAL

1.1. Execution of Agreement

With in **fifteen days** from the date of issue of work order unless in cases of extreme necessities, if the Board has granted extension of time for execution of agreement after judiciously considering the merit of the ground urged for the extension, the successful bidder shall furnish performance guarantee as per [clause 1.8.1](#) below, sign and execute the contract agreement in the prescribed format ([Annexure B of section 5](#)) with the agreement authority. The agreement shall be executed in Government Stamp Paper as desired by the Board.

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 guarantee, execute contract agreement or to take possession of the work and 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 Board results, the same will be recovered from him as arrears of revenue but should it be a saving to the Board 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 the Board may decide.

In the case of successful Bidder, if he fails within the specified time limit to sign the Agreement, and furnish required performance security, the EMD will be forfeited.

1.2. Parts of Agreement and Priority

All the bid documents except PQ bid of the successful bidder in original with modifications, if any, as ordered by the Board, the letter of acceptance, correspondences between the selected bidder and the Board which deemed necessary by the agreement authority, any other document as called for by the Board from the selected bidder and the contract agreement executed, approved drawings issued from time to time 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:

1. Agreement executed in Stamp Paper
2. Accepted Letter of Acceptance
3. Correspondences between the Board and the selected bidder included in the agreement.
4. General Conditions of Contract.
5. Special Conditions of Contract.

6. Technical specifications.
7. Accepted Schedule of Technical Particulars and construction programme.
8. Accepted Schedule of Prices
9. General Bid conditions
10. Instructions to bidders.
11. Information to bidders.
12. Drawings including approved drawing issued time to time.

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. Language of contract

The language of contract shall be 'English'.

1.5. 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 Thiruvananthapuram only.

1.6. Contract systems

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

1.6.1 Percentage rate contract system

In the price schedule under this system, the specification, Board'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 Board's estimate rates are worked out based on current DSR 2018, approved Realistic transmission labour data and previously sanctioned observed data, schedule of rates as adopted by the Board 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 Board 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.

1.7. Amount of contract

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

1.8. Performance Security Deposit

In order to cover the liabilities under the contract and to ensure sufficient guarantee to cover all possible liabilities pertaining to defects, shortfalls, remedial measures arising out of poor workmanship, materials, loss, excess amount, risk and cost of contractor in case of alternate arrangements and any type of dues to the Board, an amount as prescribed by the Board shall be collected and retained from the contractor towards security. The Performance Security Deposit is to be formed and kept by Board.

This shall be collected in the following two heads:

1. Performance Guarantee
2. Security Deposit (Retention Money).

1.8.1 Security Deposit.

Performance Security shall be **5% of the accepted contract price** rounded off to the higher multiple of Rs.1,000/-. The amount thus worked out will be informed to the successful bidder vide letter of acceptance. The performance guarantee shall be in the form of DD issued by a Bank defined vide item 4, part 1, Section 4 in favour of the agreement authority payable at Palakkad or a Bank Guarantee in the format prescribed format (**Annexure A of Section 5**). No interest shall be paid by Board at any stage of contract on performance guarantee.

1.8.2 Performance guarantee (Retention money)

From each running/final bill as per clause 2.3.1 below 2.5% of the passed bill amount will be retained as Performance guarantee (Retention money). The total amount of performance guarantee recovered together with performance security amount remitted as per clause 1.8.1 above will be limited to 7.5% of the passed bill amount. When the (retention money) deducted from the final bills accrue above Rs.5 Lakhs, the amount can be released at the discretion of the Engineer-in-Charge on production of Bank guarantee in prescribed form for an equivalent amount and for a period as that mentioned in clause 1.9 below. The minimum amount thus released shall be fixed as Rs.5 Lakh at a time.

In case the quantity of work done exceeds over the amount of contract due to excess execution, execution of extra items etc., the Performance Guarantee shall be suitably re-fixed and recovered at 7.5% of the actual cost of excess/extra work done.

1.9. Release of performance guarantee and security deposit

The performance security as well as performance guarantee (retention money) will be released by the Board only after the expiry of the period of contract defined vide item no: 34 of part I of Section 4 which includes defect liability period or on execution of a Bank Guarantee in the prescribed format for an amount not less than 7.5% of the actual value of the contract for a period of 3 months beyond the date of completion of the contract period including defect liability period.

The defects liability period shall be 36 months from the date of satisfactory completion of work.

The contractor shall renew and keep alive all the bank guarantees furnished by him in respect of performance security and Security Deposit (retention money) up to 30 days more after the expiry of period of contract.

1.10. **Commencement and completion**

The work shall be commenced from the date of Agreement and time of completion will be worked out accordingly. 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 and required testing shall be completed and commissioned 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. **Certificate of completion and taking over**

On completion of all works stipulated in the scope of work and after testing and commissioning of the project, and if there are no obligations to arise out of the contract, the agreement authority shall furnish a certificate to the contractor to the effect that all the works are completed satisfactorily and no works remain incomplete as per the terms of the contract and the completed work is taken over by the Board. Dues and liabilities if any, outstanding against the contractor shall also be included in this certificate. The issue of this certificate does not relieve the contractor from the obligations during the defects' liability period defined vide item [number 19](#) of part I-Section 4.

No work shall be considered as complete until the contractor has removed all scaffoldings, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls floors or from other parts of the structure before the work has been measured by the Engineer-in -Charge. The contractor shall clear the work within the time limit specified by the Engineer-in-charge, failing which, the contractor shall have no claims on the surplus materials and the works shall be cleared at the risk and cost of the contractor.

1.12. **Performance certificate and completion of contract.**

'Performance Certificate' is issued by the agreement authority on the performance of the contractor's obligation under the contract, when completed and in token of the acceptance of the work in total. This certificate will be issued on the basis of the application of the contractor and only after the successful completion of 'period of contract' defined vide item no: 34 of part I section 4. The Performance Security Deposit retained vide clause number 1.8 above will be released only after issuing this certificate.

1.13. **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. The Board will not be responsible for any deductions, interpretations or conclusions arrived at by the contractor from the information and data that he collected, irrespective of the source.

If the drawings, specifications and contract documents do not contain particulars of materials and work which are obviously necessary for the proper completion of the work and intention to include which is nevertheless to be inferred, all such materials and works shall be supplied and executed by the contractor without any extra charge.

The contractor is bound to furnish information and data including the data in support of his rates quoted to the Board if called upon to do so.

1.14. 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 account without written permission, the Board shall have the right to recover all losses to the Board on account of such a suspension as per law and even resorting to Revenue Recovery Act provisions.

The Board 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 Board 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.

1.14.1 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 realised 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 and weather conditions.

1.15 Adoption of PWD schedule of rates

The PWD/CPWD/TNEB Schedule of rates is adopted by the Board for estimating purpose wherever applicable. This Schedule of rates will be revised from time to time. The revision of CPWD Schedule of rates and adoption in the Board shall not be a reason for claiming revision of rates by the contractor. The rates agreed by the contractor shall be independent of PWD Schedule of rates and shall be based on contractor's own judgment 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.

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 and such explanatory and detailed drawings and directions as may be furnished from time to time by the Engineer-in-charge for the guidance of the contractor.

The whole work entrusted to him together with any temporary works associated shall be carried out in the most substantial and proper manner with the best materials and workmanship, and to the entire satisfaction of the Engineer-in-charge and in such order of time as he may direct. The contractor shall attend to and execute without delay, all orders and instructions, which may from time to time be issued by the Engineer-in-charge. When the works or their appurtenants affects the works the arrangements, of other units of work not covered by this specification, working methods shall be discussed with the Engineer-in-charge and his prior concurrence shall be obtained.

The contractor shall submit drawings and specifications for the proposed temporary work for the approval of the Engineer-in-charge. The contractor is responsible for design of temporary works. The approval of the Engineer-in-charge does not exempt the contractor's responsibility for his design for temporary works.

Preliminary, enabling and temporary works shall generally be limited to

- i. Electrification works, communication facilities and water supply works

to the contractor's site office, camp etc....

- ii. Civil engineering structures connected with the construction of contractor's office, installation of plants and equipments etc. at site.
- iii. Any other works of temporary nature carried out at site by the contractor for the execution of the tendered items of the work as decided by the Engineer-in-charge.

In addition to whatever provisions regarding operations, responsibilities and liabilities of the contractor stated elsewhere in the contract, the following shall also be included:

The contract is to include the whole work, whether permanent or temporary which are described in or implied by the contract documents which may be inferred to be obviously necessary for the efficiency, stability and completion of permanent works, the performance of all other operations, supply of all materials labour and chargeable expenses and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respect of the above works to the satisfaction of the Engineer-in-charge and all such matters shall be deemed as included in the contract rate / sum quoted by the contractor.

Works shown upon the drawings and not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in this contract and their execution is to be covered by the quoted contract rate/ sum in the same manner as if they had been expressly shown upon the drawing and described in the specification. If the contractor has any doubt with regards to any details mentioned in the drawings or in the specifications, he may refer the matter to the Engineer-in-charge in writing and get the clarifications needed.

The contractor must take upon himself the entire responsibility for sufficiency of scaffolding, timbering, machinery, tools or implements, and generally of all the resources including labour, materials etc. used for the fulfilment of this contract. Whether such means may or may not be approved or recommended by the Engineer-in-charge, the contractor must accept all risks in the execution of work including risks of accidents, or damages, from whatever cause they arise, until the completion of this contract.

The contractor shall carry out all works required for each item in the price schedule as per the specifications in the contract agreement and or as per the latest version of I.S.S or equivalent. He shall furnish all labourer, all materials except materials supplied by the Board, 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. PAYMENTS

2.1. General

Upon satisfactory progress of work and at the discretion of the Engineer-in-charge, the

contractor will be eligible for part payments based on the quantity of work done. Part payments will be made after observing all procedures and formalities of the Board. Payments will be made by RTGS/NEFT only after required checking and auditing. The amount of a bill will be arrived at based on the measured quantity for each item of work and as per the agreed rates.

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.

If any amount due to the contractor by virtue of this contract, but not claimed for payment for three months from the date on which it falls due, the same will be placed on the deposit account and if it remain unclaimed for three years, the contractor shall have no claim on such amount and will be finally credited to the account of the Board.

All payments made as above will be treated as part or interim payments subject to such adjustments as may be needed at the time final measurement are taken.

- ☐ Payment will be made against part bills after adjusting the necessary deductions if any.
- ☐ 7.5% of the bill amount will be recovered towards security deposit and will be released after the expiry of the period of contract defined vide item [No. 34](#) of Part I of General Condition of bid and contract, which includes defects liability period (Guarantee period as per Part II, Technical Specification, [Section 2\(a\) Clause 7 \(iv\)](#)).
- ☐ 1% of each bill amount will be deducted towards Construction Workers Welfare Fund and credited to the Funds account as directed by the Government.
- ☐ Income tax as stipulated by the Government from time to time will be deducted from each bill and will not be reimbursed.
- ☐ GST will be reimbursed on production of GST invoice and compliance with the statutory provisions as per GST Act, by the contractor.
- ☐ The onus of preparing the part bills in acceptable proforma rests with the contractor. However payment will be made only after the department checking the measurement and satisfying itself about the accuracy of the measurement and the bill.
- ☐ For lines constructed payment will be made on the basis of actual route length on plan only.
- ☐ All bank charges, if any, in connection with effecting payment will be to the contractor's account.
- ☐ With the discretion of the contractor, the payment against final bill can be made after execution of Bank Guarantee for an amount equivalent to 7.5% of the agreed PAC (including value of extra items/ excess quantities) valid up to 3months beyond the period of contract which includes the defects liability

period or after recovering an amount equal to 5% of the agreed PAC (including value of extra items/excess quantities) after adjusting Performance Security/Performance Guarantee amount already collected/recovered so that the total amount of Performance Security and Performance Guarantee shall not exceed 7.5% of the agreed contract price

The amount of individual item duly measured shall be arrived at on the basis of agreed rates in the accepted price schedule forming part of the agreement and shall be carried out as below.

2.2. Percentage rate contract system

The specifications, units and estimated quantities are given in the price schedule (BOQ-Volume III). The bidders shall study the cost for completion of the entire work including any contingent item of work required. This shall be arrived after precise assessment of all labour, material and incidentals involved excluding cost of materials supplied free of cost by Board if specified. The bidder shall quote a percentage rate of total estimate amount as specified in the schedule. The Contractor is not eligible for any escalation for the rates quoted and accepted.

2.3. Preparation and payment of bills

2.3.1 Part Bills

Normally in the first week of each month, the contractor may apply to the Engineer-in-charge with a detailed bill (invoice) in triplicate in the prescribed format for all works executed by him during the preceding calendar month setting forth in the order of the schedule and the Engineer-in-charge or his nominee shall take or cause to be taken all measurements and make entry in the measurement book as prescribed in the IS codes and Departmental codes, necessary for checking the contractor's bill. If the contractor does not co-operate with the Board in taking measurements, it shall be lawful for the Board to take measurements in his or his agent's absence, but in the presence of a respectable person.

Such measurements taken shall be binding on the contractor. The bill submitted by the contractor will be verified by the Engineer-in-charge and arranged for admissible payments within a reasonable time but not later than forty five days after observing all the formalities of Board required for scrutiny, checking and auditing and after deducting all amounts due from the contractor. In case of difference of opinion about the quantity and value of any item, the view of Engineer-in-charge shall prevail.

The contractor shall give four days' advance notice in writing to the Engineer-in-Charge that the work will be ready for measurement. The contractor shall not cover up any part of the work or place it beyond the reach of measurement until the work is measured to the correct dimensions by the Engineer-in -Charge and consent in writing to do so from the Engineer-in -Charge has been obtained. If

the contractor covers up any work or places it beyond the reach of measurement without such consent or before the expiry of the period mentioned in his notice, he shall do at his own expenses all what is necessary to present such work for measurement. In case he fails to do so, he shall forfeit the price of such work and the cost of such materials used in its construction.

The contractor shall be entitled to receive periodic intermediate payment on submitting the consolidated bills provided the bills are in order in every respect and are for the actual quantity of the work carried out and approved by the Engineer-in-charge or his nominee. In case any item of work is not in order in any respect, the items will be deleted from the bill. This however, does not preclude the inclusion of such item by the contractor in his next bill or bills, after rectifying the defects.

The part bill submitted by the contractor shall be eligible for payment only if a certificate by the Engineer-in-charge is provided. If any liabilities, penalties, taxes etc. are outstanding or any amount is due from the contractor on any account, the same shall be recovered from the passed part bills.

2.3.2 Final Bills

The contractor shall submit his final bill in the prescribed form in triplicate within one month of the completion of the entire work. Final payments shall be made only when the Engineer-in-charge has given a certificate of completion of work as per [clause 1.11](#) above of conditions of contract. Final measurements will be made on the completion of the work 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 a 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 shall have the right to take over the works once it has been tested, commissioned and made operational.

2.3.3 Extra Items and Excess Quantities

Payment for extra items shall be effected only after execution of a valid supplementary agreement. The rates for extra items shall be worked out on the principles laid down in this Conditions of Contract. The Contractor shall be paid for works done under extra items within 90 days of authorising by the Engineer-in-Charge to carry out the work, completing all the necessary formalities of working out the rates for the extra items, execution of the Supplementary Agreement etc.

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.

2.4. 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 fulfilment of his obligations under the contract. The Engineer-in-charge shall ascertain and determine the quantity of each individual item by taking measurement of each item as specified else where in this contract and as per the I.S.S and as per Public Works Account Code and Department Code and the value of works in accordance with the contract. The contractor shall be paid that value in accordance with the above clause. The contractor or the person authorised by the contractor for the purpose shall affix his dated signature in token of acceptance in the Board's documents.

When required, the Engineer-in-charge will give notice to the contractor or the person authorised by the contractor for the purpose, to measure any part of the work and he shall attend forthwith to assist the Engineer-in-charge 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 shall be taken as the correct measurement for such part of work and the value of work shall be deducted accordingly.

2.5. Due date of payment

The agreement authority will make earnest effort to make payments within 45 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.

2.6. Delayed payment due to dispute

No claim for interest or damages will be entertained by the Board with respect to any money or balance which may be lying with the Board 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 Board shall not be liable to pay any interest or damages or loss to the contractor.

2.7. Bill auditing

The measurements, account of materials and all relevant documents with respect to the part bill or final bill shall be subject to checking, scrutiny and auditing by the Engineer-in-charge and auditing by the Resident Concurrent Audit Officer of the Board or such other audit Officers authorised by the Board. The payment will be effected on completion of all such process. The Officer authorised for preferring the bill shall submit the bill to the officer who is responsible for passing the bill. He will arrange for scrutiny, checking and auditing for financial propriety.

2.8. Levels of auditing

The bill preferring officer himself shall satisfy the correctness of the submitted bill by a preliminary checking and submit the bill to the passing officer.
The passing Officer arranges technical auditing and financial auditing at his level.

Technical auditing includes scrutiny and checking of all documents and auditing with provisions of contract agreement. In financial auditing, correctness and promptness of financial aspects and calculations as per the agreement provisions are ascertained. Also, necessary recoveries towards provisions set forth in the agreement are made.

The bill will also be subject to auditing by Resident Concurrent Audit Officer of the Board or such other audit officers authorised by the Board.

All activities, payments, transactions etc. under the contract are subject to auditing by the Accountant General at any time. Any adjustments /recoveries established during auditing by the Accountant General shall be binding on the contractor.

2.9. Interim / pre-payments

No interim/ pre-payments will be made in respect of individual bill before passing of the bill.

2.10. Certificate of the Engineer in Charge

Every application of the contractor to the Engineer-in-charge for a certificate for payment must be accompanied by a detailed invoice (in triplicate) setting forth in the order of the schedule of items, particulars of the work executed in the form specified for the same by the Engineer-in-charge which is generally termed as the bill to be submitted by the contractor.

2.11. Certificate not to affect rights of the Board or contractor

Certificates issued by the Engineer-in-Charge for making payment to the Contractor shall not

1. Affect the rights of the Board against the Contractor
2. Prejudice the rights of the Board against the Contractor
3. Relieve the contractor from due performance of the contract
4. Relieve the contractor's obligations for due performance of the contract.
5. Create any liability in the Board to pay for the alterations, amendments, variations and additional work not ordered in writing by Engineer-in-Charge.
6. Relieve the liability of the contractor for payment of damages whether duly ascertained /certified or not.

2.12. 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.

2.13. Dues from the Contractor

All sums of money found due from the Contractor to the Board under this contract shall be recovered from the contractor from his security and bills payable to him and from other assets moveable 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 Board may deem fit.

2.14. Escalation/Revision of rates

The rates agreed and forming part of the contract shall be firm during the period of contract and the extended period of contract, if any. No escalation will be allowed on whatever reasons and grounds. The contractor is not eligible for any escalation or other wise 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 from the date of agreement. The site will be handed over to the contractor, by the Engineer-in-charge at the time of commencement of work following the procedures prescribed in the Public Works Department Code and there after the Contractor shall proceed the work with due expedition and with out delay. The contractor shall commence the work within fifteen days from the date of issue of work order. The contractor shall submit a general lay out plan to the Engineer-in-charge before the commencement of work for approval, showing details such as dump yards, camp facility, storage area, construction plant and equipment for execution of the work etc as directed by Engineer-in-charge.

3.2 Staking out work

The work to be done shall be staked out by the contractor at his cost and checked by the Officers of Board independently. The contractor shall provide free of cost such reasonable assistance as may be required for checking. No work shall be commenced before such checking and clearance given by an officer not below the rank of an Assistant Executive Engineer of the Board as authorised by the Engineer -in-charge. For the purpose of this contract 'Staking out work shall include necessary surveys and setting out. Bench Marks and surveys stakes shall be preserved by the contractor and in the event of their destruction or removal by him or his employees they shall be replaced by the Board at the cost of contractor. The Board reserves the right to establish bench marks in structures put up by the contractor and such Bench Marks will also be governed by the above condition.

3.3 Period of completion

The period of completion of work shall be 4 months reckoned from the official date of commencement which is the date of agreement.

3.4 Completion of work

The work shall be treated as completed only when the Engineer-in-charge issues certificate of completion as per clause 1.11 above. In this certificate the Engineer-in-charge will mention the actual date of completion of work. In case of foreclosure of

work vide [clause 3.19](#) below or on termination vide [clause 3.12](#), below 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 realised from the Contractor from any amount due to him from this Work or any other work with the Board or his assets in appropriate proceedings. The Contractor will not have any claim over the surplus materials so removed by the Board.

3.5 Construction programme and progress

Within fifteen days from the date of issue of work order, and before executing agreement as per [clause.1.1](#) above the contractor shall submit detailed construction programme incorporating interim targets, milestones, quarterly requirement of materials, weekly and monthly proportionate programme and other required particulars for the implementation of the Project. This programme will be scrutinised and approved by the Engineer-in-Charge with modifications/changes, if any, required and shall form part of the contract agreement. The construction programme visualised shall contain details such as construction methods and sequence and duration of various items and requirement of construction drawings.

The contractor shall furnish the details of construction drawings required by him two months prior to the date on which they are required for execution. As time is the essence of contract, failure to keep up the approved construction programme will be treated as negligence from the part of the contractor. Whenever and wherever the programme is necessitated to be deviated in extreme emergencies, the same will be taken up with the Engineer-in-charge explaining the causes of such deviations and a revised programme shall be got approved. In such a revised programme, the target date fixed in the original programme will not be allowed to alter.

3.6 Progress report

3.6.1. Weekly Reports

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 analyse 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.

3.6.2. Monthly Reports

Monthly Progress reports shall be prepared by the contractor and submitted to the Engineer-in-charge and the site -in -charge. The report shall be submitted each month within seven days after the last day of month which it relates. The above reporting shall be continued from the commencement of works and until the contractor has completed all works and taking over takes place. Each report shall include

1. Charts and detailed description of progress.
2. Procurement details.

3. Manufacture and supply details.
4. Construction details.
5. Testing details.
6. Photographs if possible.
7. Details of shortfall quantified if any.
8. Description of remedial measures and revised planning.
9. Comparison of actual and planned progress.
10. Resource planning

The contractor shall submit the completion report on the completion of the work.

3.7 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

1. Extra items of works ordered by the Engineer-in-Charge which affect the project schedule.
2. Excess quantities of work more than 25% over the scheduled quantity and which affects the project schedule.
3. Force Majeure condition vide clause 3.9 below.
4. Delay in supply of Board's material.
5. Delay in handing over the site or part thereof adversely affecting the schedule.
6. Suspension of work [vide 1.14 and 1.14.1 above](#)

The extension of period of completion to be allowed in cases 1, 2 and 3 above shall be computed in the proportion the additional cost of these works bears to the original tendered value plus 25 % of the time thus calculated.

In cases 4, 5 and 6, above the actual number of days lost shall be established and the period of completion extended accordingly.

The contractor shall intimate the Engineer-in-charge immediately on the occurrence of an event of the above nature and the consequent details such as number of days lost, number of days affected and revised schedule. It is the contractor's responsibility to establish the number of days affected in the critical path of accepted project schedule. Claims for time extension put up after 30 days from the last date of occurrence of the event will not be entertained.

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 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 relieve 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 Board will not have any financial commitment. The Contractor shall extend the validity period of the Performance Guarantee and Security Deposit as BG, suitably to cover such extension and also, for the period of contract.

3.8 Tools, Plant 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. The contractor shall furnish as desired by the Engineer-in-charge all details of tools, plant and equipment mobilised to the site with date of mobilisation. He shall de-mobilise no tools, plant and equipment without the written consent from the Engineer-in-charge.

3.9 Force majeure

Force Majeure is defined as any cause which is beyond the control of the Contractor or the Board 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, 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, Board or Contractor which prevents performance of the contract.

Major Force majeure include the following.

1. Volcanic eruption
2. Earthquake
3. Civil war or war like operations
4. Acts classified under invasion of foreign enemies or hostilities
5. Rebellion or terrorist action
6. Riots
7. Epidemics

8. Cyclone
9. Unprecedented floods (rising more than the Maximum Flood Level ascertained in a particular location for design of component structures)

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 as per [clause 3.7](#)

The machinery, equipments and other valuable material of the contractor at work site shall be insured by them so that any loss or damages due to force majeure situation can be taken up by the contractor with the insurance companies for getting their claims. The Board will not give any financial assistance on this account.

All equipments, machinery, works etc. which are furnished, installed, constructed and handed over / to be handed over to the Board under the contract for the completion of the project shall be insured by the contractor for the period of contract. The entire cost on account of this shall be borne by the contractor. Losses or damage if occurred to such machinery, equipment and work shall be made good at the risk of contractor.

3.10 Liquidated damages

Any delay in commissioning a project will adversely affect the total planning which in turn will affect the State and the public exchequer. Hence, for any damage or loss caused to the Board due to the failure from the part of the contractor in completing the work in all respects within the stipulated period of completion vide [clause 3.3](#) above the contractor shall compensate for the same. The liquidated damage shall be reckoned from the date of completion as per agreement. The maximum amount of liquidated damage shall be limited to 10% of the accepted contract amount. The rate of liquidated damages shall be 1% of agreed probable amount of contract per day of delay subject to a maximum of 10% of agreed probable amount of contract.

If the delay prolongs in excess of 100 days from the agreed date of completion as per the original agreement, the work will be terminated and balance work will be arranged to be completed at the risk and cost of the contractor as per [clause 3.12](#) below

3.11 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:

1. The neglect of the contractor to execute the work with due diligence and expedition.
2. The contractor refuses or neglects to comply with orders given in writing by the

Engineer-in-charge.

3. The contractor contravenes the provisions of the contract agreement.
4. 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 demobilise any plant, equipment, men and material from the site. The Board will have lien on all such plant, equipment and material from the date of such notice till the deficiency has been corrected.

3.12 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 guarantee together with the value of the work done but not paid for will be withheld for loss sustained by the Board for adjustment and recoveries as specified in subsequent clauses.

In the event of termination, the Engineer-in-charge may also take possession of the whole or part of the works, site, plant, equipment and materials brought or placed thereon and cause the whole or part of the work to be completed by utilising them through other agencies, at the cost of the contractor. In such case, the value of work done through such agencies will be credited to the contractor at his contract prices.

On completion of such works, if the expenses incurred for carrying out such work, by other agencies as certified by the Engineer-in Charge are in excess of the value of the work credited to the contractor, the difference shall be recovered from the contractor by the Board from the amount of security for performance and any other money withheld from the contractor. In case, this results in expenditure in excess of the total of the amount of security for performance, retention money and other money withheld from the contractor, the Board shall have right to make good this amount by virtue of law. In addition, he shall also be liable for the imposition of liquidated damages under the contract as per [clause 3.10](#) above.

The Engineer-in-charge may direct that a part or the whole of such plant, equipment and materials be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer-in-charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the works and settlement of accounts, the lien of the Board on the contractor's plant, equipment and balance of materials will be released.

In the event of termination of contract, the contractor, shall within 30 days thereof, make available to the Board all the working areas and access thereto, as well as sites which were in his occupation for the performance of the contract. He shall also return the tools and plants, if any, given to him by the Board.

Termination of the contract shall be adequate authority for the Engineer-in-charge to

demand discharge of the obligation from the guarantors of the security for performance.

3.13 Reference point, bench marks, lines and grades and setting out of work

Reference points, control points and bench marks are fixed by the Board at site from which the basic centre lines and elevations for the different elements shall be obtained by the contractor.

The contractor shall establish suitable reference points, additional reference points and bench marks at his cost as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench marks and reference lines. Necessary precaution shall be taken by the contractor so that lines, points and bench marks fixed by the Engineer-in-charge are not disturbed by his work and shall make good any such damage to the satisfaction of Engineer-in-charge.

The Contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and levels as shown in the drawings and or as directed by the Engineer-in-charge and shall check these at frequent intervals. The contractor shall provide free of cost all facilities like labour, materials, tools, instrument, light, forms, ladders, spikes, nails and such assistance as may be required by the Engineer-in-charge and shall co-operate with him in checking all alignments, grades, levels and dimensions. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy of work.

No additional compensation will be paid to the contractor for the required assistance in checking lines and grades or for loss of time on account of such necessary suspension of work or otherwise on account of requirements under this paragraph. Bench marks and survey stakes shall be preserved by the contractor and in the event of their destruction or removal by him or by his employees they will be replaced by the Board at the cost of contractor.

3.14 Power, water, fuels and lubricants

3.14.1 Power

Power required for execution of works and contractor's camp, colonies and street lighting will be supplied to the contractor by Board at the tariff applicable from time to time. The contractor shall apply to the appropriate authority of Board at his requirement as per the prevailing rules in this regard in Board. Any extension of power line with required auxiliary equipment required shall be done by the contractor at his cost. The bidder shall take into account the limitation of the existing power supply and make due allowance as necessary in his methods and costs. He shall ensure availability of alternate power supply in case of failure in the Board's supply, as he considers necessary, the cost of such shall be included in his rates.

The Board will not be responsible for any failure or interruption of electric supply and for fluctuation in voltage and frequency and no claim for compensation by the contractor on this account will be entertained by the Board.

The Electricity duty fixed by the Government from time to time shall be paid by the contractor. The contractor's electrical installation shall be in accordance with

the specifications stipulated by the Electrical Inspectorate of the Government of Kerala.

3.14.2 Water, fuels and lubricants

The contractor shall make his own arrangements for providing fuel and lubricants and ample quantity of water at specified quality as per specifications for construction and camp at his own cost. The contractor can use water from the river. The contractor shall not use trees available in the project site or adjacent forest land for the purpose of firewood.

3.15 Extra items

1.
 - i) An extra item of work is an item of work not expressly or impliedly provided for in schedule of items, plans or specifications of the contract. They will include only items of works which though highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.
 - ii) The rate for an extra item will be determined depending on the cost of various elements which should be considered in arriving at the rate for an extra item and will be fixed on the principles laid down below.
 - iii) The extra items will be paid only after executing supplemental agreements.
2. The following conditions will precede the execution of an extra item of work:
 - i) There shall be an order in writing to execute the extra item of work duly signed by the concerned agreement authority; failing such a sanction the Board may not entertain any sort of claim for such an extra item.
 - ii) If the contractor for any reason finds that extras are involved he should give notice to the concerned agreement authority to this effect and shall proceed with the execution of the extra item only after receiving instruction in writing from the concerned agreement authority.
3. Extra item for the purpose of payment may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work.
4. In the case of all extra items, whether additional, altered or substituted, if departmental data rates for identical items are available such rates shall be applicable with the mutual agreed rates.
5. The Engineer in charge shall be the final authority to decide the classification under which particular extra item comes in and his decision shall be final and binding.
6. The rate once fixed for an extra item will not be varied during the period of contract.
7. The incidence of cost of equipment which will come under direct charges will be based on standards followed by K. S. E. Board from time to time.

8. For extra items cost on labour materials and transport charges will be calculated on the basis of those applicable for the locality as given in **the CPWD Delhi Schedule of Rates 2018** prevalent at the time of invitation of tenders for the work.
9. If any materials are supplied by the Board for any extra item, the cost thereof will be excluded while allowing profit.

3.16 Variation in quantity

The quantities given in the schedules shall be treated as approximate only. The schedules are prepared based on designs and data available. However, the contractor shall have to make his own arrangement by proper studies about the quantities and quote his rates accordingly and shall plan the construction programme. When additional information regarding foundation or availability of rock or other conditions become available as a result of the excavation work, further testing, geological evaluation, design studies or otherwise, it may be found desirable to change the location, alignment, dimensions or design of the work under the contract as shown on the drawings and to improve the design given therein. In such cases, the Board reserves the right to make the changes in the work as in the opinion of the Engineer-in-charge and shall be considered necessary and desirable for the completion of the work.

As a result of such modification, the quantities given in the price schedule may increase or decrease. 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 Board for excess or deficiency from the quantity given in the schedule. The contractor's plant, equipment and camp shall be laid out and his operations shall be conducted so as to accommodate any change in the location and design of the work or any part thereof, without any additional cost to the Board. The rates quoted by the contractor shall hold good even then.

3.17 Re-assignment

The work shall not be re-assigned to any one by the Contractor on any reasons.

3.18 Sub contractor/subletting

The contractor shall not assign or sublet his contract or any substantial part thereof to anybody other than those specifically stated in his bid. In case of raw materials or minor details of work or the name of makers of minor bought out items which are not named in the contract, he need not obtain consent during course of execution. But this will not relieve the contractor from any obligation, duty or responsibility for the proper fulfilment of work under the contract.

Even though the name and details of subcontractor are given in the bid but for sufficient reasons at any time during the progress of work, the engineer-in-charge determines that any such subcontractor is incompetent or undesirable, he will notify the contractor accordingly and immediate steps shall be taken for cancellation of such sub contract and arranging the work by the contractor himself. Nothing contained in the contract shall create any contractual relations between the Board and Subcontractor. The contractor shall be responsible for the acts, defaults and neglects of any sub contractor or his agents

or servants or workmen.

3.19 Foreclosure

If the Board does not requires the whole or any part of the work to be carried out at any time after award of the contract, the Engineer-in charge will give notice to the contractor in writing to that effect. The notice shall be issued 28 days prior to the last date required by the Board for taking over of the work or part of the work. The contractor shall hand over the works completed and demobilise from the site. The contractor shall not have claim to any compensation whatsoever, on account of any profit or advantage which he might have derived had he executed such works.

Thereupon, the contractor shall be paid at contract rates for works executed as certified by the Engineer-in-charge for the items which could not be fully utilised on the work because of the foreclosure.

Materials supplied by Board except for normal wastage shall be returned to place where it has been issued.

3.20 Possession prior to completion

The agreement authority has the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.

3.21 Communication Facilities

The contractor shall install, operate and maintain walky-talky / telephone communication connected to the site offices of the contractor in good working order at or near the different work sites in order to have prompt communication round the clock every day, with some responsible employee of the contractor, put in charge. The contractor shall also install, maintain and operate such other communication and signal facilities as are necessary for the safe and efficient execution of the work. The Contractor shall have a fax and internet facilities at the work site. Authorised employees of the Board shall have free use of such facilities installed by the contractor for the transmission of official message. The entire cost of providing and maintaining communication as provided in this paragraph shall be the included in the quoted rate for different items and no extra claim for the above will be entertained.

3.22 Quality assurance

The contractor shall establish a quality assurance system for every part of the work to demonstrate the compliance of such part with the requirement of the contract and specifications. The quality assurance system shall be subject to the approval of the Engineer-in-charge. The system shall be in accordance with the specifications stated in the contract or with BIS specifications unless otherwise specified anywhere in this contract. The Engineer-in-charge shall be entitled to inspect the system and results shall be periodically sent to him. Compliance with the quality assurance system shall not relieve the contractor from any of his obligations or responsibilities under the contract.

The cost of all quality assurance operation shall be included in the quoted rate for different items under the price schedule and no extra claim will be entertained. The details of sampling, testing, procedures etc. for different works are given in the technical

specification of the contract. If these details are not stated in the technical document, BIS specification shall be complied. The contractor shall provide samples and test without any extra cost and co-operate in the testing of materials if so desired by the Engineer-in-charge.

3.23 Supervision

The Board will engage required number of supervisory staff at the site of work. The contractor shall provide them, necessary facilities and assistance to examine and measure the works. The supervisory staff shall not have power to revoke, alter, enlarge or relax any requirement of the contract but may sanction to execute the works authorised by the Engineer-in-charge. The supervisors will act as the representatives of Engineer-in-charge and his delegated officers and will have power to give notice to the contractor or his foreman of non-approval of any work, and such work shall be suspended or use of such material shall be discontinued until the decision of the Engineer-in-charge or his delegated officer is obtained. The Engineer-in-charge shall have access at all times to the places of storage and places where materials are being manufactured or processed or equipment are being manufactured for use in work under the contract to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications.

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 Board 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. In the event of failing to do so within seven days from the written notice from the Engineer-in-charge, Board may have the right to rectify, re-execute, remove or replace such work or material as the case may be at the risk and expense of the contractor in all respect. The Engineer-in-charge may reject any work at any stage which he considers to be defective in quality. The Engineer-in Charge shall have the right to reject wrought material by reason of his own even though he has previously passed for payment in a un-worked condition.

Any portion of the work or material shall be removed from the work site by the contractor at his expense upon written instruction of the Engineer-in-charge.

3.24 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 Board 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.

3.25 Protection of work

The contractor shall maintain all works including preliminary and enabling works, temporary works, care and diversion works etc. during the progress of work till taking over and shall take necessary measures to protect and preserve them in good condition at his own expenses. The rates quoted shall include cost on account of this and no extra claims shall be entertained.

4. **RESPONSIBILITIES OF CONTRACTOR**

4.1. 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.

4.2. 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.

4.3. 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, organise and execute the work and to manage the labour.

In case the contractor is not able to manage the work properly and his conduct is conducive to create indiscipline at site and to create confusion in contract administration as adjudged by the agreement authority, it shall be competent to the agreement authority to terminate the contract at risk and cost of the contractor as per clause no: 3.12.above .

The contractor shall also comply with the directions of Engineer in charge in respect of planning, organising, execution and management of works. Failure to do so will lead to termination of contract at the risk and cost of contractor. In the case of termination provisions provided in [clause no. 3.12](#) above shall apply. In case of any labour strikes, gheraos, indiscipline or unrest of the labourers of the contractor, if the contractor sustains any loss or damages, the Board shall not be liable for any loss or damage to the contractor. No extension for time of completion shall be granted due to labour strike, indiscipline or unrest of the labourers of the contractor.

4.4. 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. Competent personal having valid electrical license be engaged for supervision of electrical work.

If the contractor's representative is to be absent from the site a suitable replacement shall be made by a suitable person with the prior consent of Engineer-in-charge. The contractor's representative receives instruction on behalf of the contractor from the Engineer-in-charge and such instruction shall be deemed to have been given to the contractor.

The contractor shall also inform the personnel at site for assisting representative of contractor at site, their duties to the Engineer-in-charge. The contractor's representative shall be fluent in language for communication, competent for understanding drawing, executing and managing work.

The contractor shall employ for the entire period of the contract, sufficient number of competent and qualified Engineering personnel (graduate and diploma engineers) as required and approved by the Engineer-in-charge for execution of the work,. The contractor shall intimate the Engineer-in-charge in writing the names and identity of technical personnel proposed to be engaged on the work. The Engineering Graduates and Engineering Diploma holders are to be paid by the contractor at the prevailing rates during the entire period of execution of the work. In case minimum technical personnel as prescribed by the Engineer-in-charge is not continuously engaged in the work at site by the contractor, the expenditure that would have been incurred by the contractor on such engagement of personnel, subject to the amount as per the provisions of PWD schedule of rates, will be recovered from the contractor.

Cost of works executed	Number of persons to be employed
For works costing from Rs. 2 lakhs to Rs. 5 lakhs	One diploma holder
For works costing from Rs. 5 lakhs to Rs. 10 lakhs	One Engineering Graduate and one Engineering diploma holder
For works costing over Rs. 10 lakhs	One Engineering Graduate and two Engineering diploma holders

For large works the technical organisation shall be suitably enlarged such that the works can be carried out smoothly as determined by the Engineer -in -charge. Engineer-in-charge may require the contractor to engage a specialist based on nature of works.

4.5. Engagement and removal of Board's personnel and others

The contractor shall not recruit or attempt to recruit staff and labour from amongst the Board personnel or any person previously in service of the Board 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.

4.6. Notices, instructions and correspondences

The contractor shall have an office near the work site where notice of directions and instructions from the Engineer-in-charge may be served. The contractor shall have an authorised person present in the office during all time who shall receive such notice on behalf of the contractor.

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 authorised agent or representative at site or sent by registered letter to the site office or address of the firm last provided by the contractor.

4.7. Documents and registers at site

The contractor shall maintain and provide all necessary documents and registers as prescribed by law and as instructed by the Engineer-in-charge.

The contractors is bound to maintain Muster Rolls, Wage Registers and Attendance Registers .The contractor has to extend all benefits to his workers as per the stipulations in the contract Labour (Regulation and Abolition) Act 1970 or the prevailing act and he is bound to produce the said Registers for verification by the Board authorities in charge of the project or work site. The contractor shall also exhibit the details and specification of the work scheduled at site on every day. He should keep the following documents/registers at the site office.

1. Daily and weekly construction programme.
2. Progress Reports.
3. Muster roll of labourers.
4. Wages Register.
5. Register of drawings issued by Board.
6. Employment records of skilled and unskilled labours.
7. Records of contractor's personnel (authorised agents/representatives).
8. Records of tools, plants and equipment.
9. Records of materials supplied by both Board and Contractor.
10. Site order book.
11. Record for interruption

4.8. Security of the site

Unless otherwise stated in the special conditions

- (a) The contractor shall be responsible for keeping unauthorised persons off the site and
- (b) Authorised persons shall be limited to the contractor's personnel and the Board personnel; and to any other personnel notified to the contractor by the Board or the Engineer-in-charge as authorised personnel of the Board.

4.9. Fencing and lighting

The contractor shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary road way, footways, guards and fences as far as the same may be rendered necessary by reasons of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupants of adjacent property and of the public.

4.10. Information Data and representation

4.10.1 Site investigations and representations

The contractor shall satisfy himself about the nature and location of work, general and local conditions including those bearing upon transportation, disposal, handling and storage of materials, flow through the river at site, availability and nature of labour, availability of water etc. or similar physical conditions at the site, the configuration and condition of ground, the character, quality and quantity of the surface and sub surface materials to be encountered, the character, and capacity of equipment and facilities needed preliminary to and during the execution of the work and all other matters which can any way affect the work or the cost thereof under this contract. Any default or failure by the contractor to acquaint himself with all the available information concerning this condition will not relieve him from the responsibility for the execution of the contract.

If the drawings, specifications or description of items in 'Schedule of prices' do not contain particulars of materials and work which are obviously necessary for the proper completion of the work and the intention to include which is nevertheless to be inferred all such materials and works shall be supplied and executed by the contractor without extra charge, and the Board will furnish to the contractor with responsible expedition after receiving from the contractor a request in writing there of, such details as are necessary.

4.10.2 Costing

To arrive at the cost of production of main items, to serve as a guide for price fixing for future projects, to provide actual figures of cost or comparison with the estimates and to reveal cost arising from various equipment, methods etc. the contractor may be required to furnish data on printed forms to be supplied by the

Board to facilitate cost accounting, which he should furnish without any additional cost. The Board's Engineer or his nominee will have access to all relevant books including work records of the contractor in order to ensure that the cost accounts and financial accounts are properly reconciled.

4.11 Liability due to damage of work or plant

The contractor shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather natural calamities such as flood, rain and by any other causes and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable to accidents or injuries thereto which may arise or be occasioned by the acts or omissions of the contractor or his supervisory staff or his workmen or his subcontractors and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of contractor and to the reasonable satisfaction of the Engineer -in -charge. Should any such loss or damage happen to units of works or plant or material falling outside the scope of this contract, even these shall be replaced or compensated for, to the satisfaction of the Engineer -in -charge.

Until the work shall be, or deemed to be taken over by the agreement authority, the contractor shall be liable for and shall indemnify the Board in respect of all damages or injury to any person or to any property of the Board or of others occasioned by the act of the contractor or members of his organisation including his workmen or his sub - contractors or piece -work contractor or by defective work or materials but not due to causes completely beyond his control.

It is the responsibility of the contractor to ensure that his blasting operations will not cause any hazardous ground movements such as land slide and rock fall and will not induce any cracks, fractures dislocations in any engineering structures nearby. The contractor shall be liable for any damage resulting from his blasting operations and shall repair or reconstruct all damages caused by blasting operations to the satisfaction of the Engineer -in -charge at contractor's cost. The Engineer -in -charge may at any time direct the contractor to reduce the level of vibrations induced by his blasting operations and his directions shall be complied with. This assistance from the Board will not in any way relieve the contractor of his responsibility of carrying out the blasting operations safely.

The contractor has to detail the technique he intends to utilise to ensure safe blasting and thus prevent any damage to structure, rock etc., while submitting his bid and he shall also establish the procedure suggested to ensure safe blasting. Blasting operations and storage of explosive shall conform to applicable rules and regulations.

5 AGREEMENT AUTHORITY

5.1 Role of agreement authority

The Agreement authority is the Kerala State Electricity Board Limited, constituted by

the Government of Kerala and is represented by an officer of the Board as authorized by the Board. Generally, an officer of the rank of a Deputy Chief Engineer will be the represented agreement authority. The Deputy Chief Engineer is represented by Executive Engineer, Assistant Executive Engineer, Assistant Engineer and subordinate staffs as per delegation of Powers prevailing in the Board. These Officers shall exercise within their delegated power as prevalent in Board regarding management, execution, measurement and payment of works; the commitments made by these officers are based on the agreement executed and powers delegated.

It may some times happen that the agreement authority does not agree with the views/commitments of the subordinate officers as far as the interpretation of a clause of the agreement is concerned. In such cases, the agreement authority shall have the full right to revoke the commitment, view /decision made by the subordinate officer and to interpret the agreement. Any adjustments, if required, for the payments made, shall be based on the final decision of the agreement authority. Any such decisions/commitments revoked by the agreement authority will be communicated to the contractor and shall be binding on the contractor. The agreement authority shall be the appellate authority for interpretation, fixing priority and making decisions of the contract. If an ambiguity or discrepancy is found in the document of contract, necessary clarification will be made and instructions will be issued by the agreement authority.

5.2 Drawings and specifications

The drawings issued by the Board from time to time during the period of contract form part of the specifications of works under the contract and show the work to be done. In these drawings as much details as possible are included as existed at the stage of the development of the design. These drawings will be supplemented or superseded as the work progresses by additional, revised and/or detailed drawings by the Board as considered necessary due to change in alignment / location or geological evaluation as desirable by the Board. In case there is a difference in detail or in specifications in the drawings from those given in bid specifications and tentative drawings, the details given in the additional, revised and detailed drawings issued latest shall prevail.

The contractor shall be required to perform the work accordingly. The contractor shall check all drawings carefully and advise the agreement authority any errors or omissions discovered. The Contractor shall not take the advantage of errors or omissions, due to oversight appeared in the drawings or specification. The contractor shall on request be furnished with such additional copies of the specifications and drawings as may be required for carrying out the work. The drawings and specifications are to be considered as explanatory to each other. If any details described in the drawing or in the specification but appears missing in the other, then the contractor shall not take advantage of any such omissions. In case of disagreement between specifications and tentative drawings forming part of the bid document and the contract, the conditions of the specifications shall govern the contract.

If any discrepancies appear, or any misunderstandings arise in respect of meaning and interpretation of the specifications or drawings or of the dimensions or of the quality of the materials or of the measurements of quantity and valuation of the works executed under the Contract or extra there upon, the same shall be finally decided by the

agreement authority. Figured dimensions on drawings shall supersede measurements by scale. Drawings to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be strictly complied with.

5.3 Modifications

The Engineer-in-charge may order modifications at any time before the completion of work. The contractor shall not make any modification unless ordered in writing by the Engineer-in-charge. For all modifications, the Engineer-in-charge will issue revised drawing or written instructions or both.

5.4 Inspection

- a. Except as otherwise provided in paragraph (d) hereof all material and workmanship shall be subject to inspection, examination and testing by the Engineer -in -charge at any and all times during manufacture and / or construction at any and all places where such manufacture and / or construction are carried out. The Board 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 Board 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 as provided under clause no: 3.12 above of these specifications. The contractor and his surety are liable for any damage to Board resulting there from the termination of contract.
- b. The contractor shall furnish promptly and without any additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Engineer -in -charge. All inspection and test by the Board shall be performed in such a manner as not to unnecessarily delay the work. Special, full-size, and performance tests shall be done as described in the specification. The contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time of inspection, as required by the Engineer -in -charge.
- c. Should it be considered necessary or advisable by the Board any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the contractor shall on request promptly furnish all necessary facilities, labour and material if such work is found to be defective with respect to the specifications due to the fault of the contractor or of his sub -contractor he shall defray all expenses of such examination and satisfactory reconstruction.
- d. Inspection of materials and finished articles to be incorporated in the work shall be made at the place of production, manufacture or shipment wherever the quantity justifies it unless otherwise stated in the specifications for inspection and such inspection and written or other formal acceptance unless otherwise

stated in the specification shall be final except, as regards latent defects, departure from specific requirements of the contract, damage or loss in transits, fraud or such other gross mistake if at all found later. Subject to the requirements contained in the preceding sentence the inspection of materials and workmanship for final acceptance as a whole or in part shall be made at site, nothing contained in this paragraph shall in any way restrict the Board's right under any warranty or guarantee.

- e. 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.

5.5 Right to vary work

In exigencies of completing the work properly and timely, the Board reserves the right to vary from the terms and specifications of works already communicated and to carry out them in an entirely different manner that may be considered most suitable. The contractor shall carry out such variations as directed to be done by the Engineer-in -charge.

5.6 Right to split up work

The Board reserves the right to split the work and award a portion of the work to any contractor instead of awarding the entire work to one contractor. Contractors shall carry out at the agreed rates such portion or portions of the work as may finally be allotted to them by the officer deciding bids/agreement authority.

5.7 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 as shown by the contract drawings or the specifications 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.

When additional information regarding foundation or availability of rock or other condition become available as a result of the excavation work, further testing, geological evaluation, design studies or otherwise, it may be found desirable by the Engineer-in-charge to change the location, alignment, dimensions or design of the work under the contract as shown on the contract drawings and to conform to such conditions and it may be possible to improve the design given herein. In such cases the Board reserves the right to make the necessary changes in the work as in the opinion of the Engineer-in-charge.

The contractor's plant shall be laid out and his operations shall be conducted so as to accommodate any necessary change in the location and design of the work or any part

there of, without additional cost to the Board. The rates quoted by the contractors shall hold good even then.

5.8 Right to execute work

The Board reserves the right to execute any portion of the contract either themselves or otherwise without assigning any reasons thereof and in such an event the contractor will have no claim for any compensation whatsoever. In case when the works are supplemented or arranged otherwise due to default on the part of the contractor, the provisions under termination of contract vide clause no: 3.12 shall above apply.

5.9 Correctness of bid

It shall definitely be understood that the Board does not accept any responsibility for the correctness or completeness of the bid.

5.10 Orders after award

After the bid has been accepted by the Board, all orders and instructions to the contractor shall be given by the Engineer-in-charge on behalf of the Board except otherwise provided in the contract.

5.11 Engineer's decision

In respect of all matters which are left to the decision of the Engineer -in -charge including the granting of or withholding of certificates, the Engineer -in -charge shall, if required to do so by the contractor, give in writing a decision thereon and his reasons for such decisions. All decisions of the Engineer -in -charge shall be final and binding and not arbitrable.

5.12 Lien to withhold payments

The Board shall have a lien on and over all or any money that may become due and payable to the contractor under this contract or also and over the Performance Guaratnee and security (retention) deposits/guarantees, in respect of any debt or sum that may become due and payable to the Government and / or Board by the contractor either alone or jointly with another or others, or either under this or under any other contracts or transactions of any nature whatsoever between the Government and / or Board and the contractor and also in respect of any Government tax or taxes or other money which may become due and payable to the Government or only other statutory enactment or enactments in force in modifications or substitutions thereof, Board shall at all time be entitled to deduct the said debt or sum or tax due by the contractor from the money, Securities like Bank Guarantee or deposit which may become payable/ returnable to the contractor under this contract.

6 LABOUR

6.1 General

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 rates quoted by the contractor shall include labour costs on the following items as well as other fringe benefits that are fixed to the labour as per the existing provisions of law.

- (i) Fair wages including dearness allowance
- (ii) Leave wages
- (iii) Wages for paid holidays (National and festival holidays)
- (iv) Retrenchment compensation.
- (v) Workmen compensation
- (vi) Bonus
- (vii) Other allowance, if any.

The responsibility for paying wages and other benefits to the labourer including those of subcontractors, if any, is entirely that of the contractor. Board 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 Board in respect of all claims that may be made against the Board for non-compliance thereof by the contractor.

Notwithstanding any thing contain herein, the Engineer-in-charge may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from 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 Board may help the Contractor in accelerating conciliation settlement without any commitment on the part of the Board.

Fair wages not less than the minimum wages that may be fixed from time to time in accordance with the law or act or rules there under applicable to the area covered by the work shall be paid by the contractor to all labourers and their wage rate shall be prominently displayed in the labour camp and important work site in Malayalam, Hindi

and English script. All statutory and other increase in wages, customary and fringe benefits that may become payable by the contractor to his labourers entirely shall be borne by the Contractor and the Board will not compensate additional expenditures, if any, incurred by the contractor on such accounts. Payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by labour regulations. Proper identity cards shall be issued to the labourers and acquittance records for the payments shall be maintained and made available for inspection by the Board.

The contractor shall assume all responsibility for payment of wages and other benefits from time to time till the completion of the work whether minimum wages have been notified or not.

6.2 Recruitment of labour

The contractor shall not employ any child labour or any criminals or outlaws. While recruiting labourers, the contractor should give preference to those available in local areas.

6.3 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.

6.4 Labour reports

No sub contractor shall be engaged on the work without the prior written permission of the engineer-in-charge. The contractor shall report monthly, within 5 days after the close of each calendar month, on specified forms, the number of persons under different category on their respective pay rolls and the pay rolls of their sub contractor and such other information as may be required by the Engineer-in-charge.

Labour reports showing the strength of labourer and other details under each category should be submitted every week by the contractor, if so required by the Engineer-in-charge.

6.5 Other workmen

The Engineer-in-charge will have full authority to depute workmen on the work site to execute other works deemed necessary for the satisfactory completion of this work which are not mentioned expressly in the contract. The contractor shall afford reasonable facility during working hours, to enable such workmen to carry out other works provided that such works shall be carried out in such a manner as not to impede the progress of the work included in the contract. The contractor, however, shall not be liable for any damage which may happen to such other works, provided he complies with the instructions in connection therewith and provided that the damage is not caused by the contractor or his workmen.

6.6 Accidents

It shall be the responsibility of the contractor to take protective measures to prevent accidents on the works. He shall indemnify the Board 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.

On the occurrence of an accident during the course of the work which results in death or which is so serious as likely to result in death, the contractor shall report the facts stating clearly and with sufficient details, the circumstances of the accident and the subsequent action taken by him, in writing to the Engineer-in-charge, labour commissioner and other concerned authorities within twenty four hours of such accident. In case of fatal accidents, immediately the contractor shall inform the Commissioner for workmen compensation, the details of the accident stating whether he accepts or disclaim the liability. All other accidents on the works involving injuries to persons or damage to property shall also be promptly reported to the Engineer-in-charge stating clearly and with sufficient details, the facts and circumstances of the accidents and the action taken. In all cases, the contractor shall indemnify the Board against all loss or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This include penalties or fines, if any, payable by the Board as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act, the Engineer-in-charge will retain such amount which he feel sufficient to meet the liability, from the amount due and payable to the contractor. On receipt of any award of compensation from the competent authority under the said act, the difference in amount will be adjusted.

The Engineer-in-charge will have the right to deduct from the amount due to the contractor, any sum required for making good the loss suffered by a worker or workers on any reasons of non-fulfilment of the conditions of the contract. The contractor shall primarily be responsible for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The applicable contract labour regulation currently in force and future amendments thereof shall be deemed to be part of this contract and any breach of this shall be violation of contract.

6.7 Work during night or on holidays

Wherever work is carried out at night, adequate lighting of working areas and access paths should be provided by the contractor, at his cost.

Sufficient notice is to be given by the contractor to the Engineer-in-charge regarding the details of work in shifts so that necessary Board's supervision could be provided.

To achieve the required progress, the work shall be carried out whenever necessary round the clock in shifts even on holidays. No extra amount on account of any shift work or work on holidays is payable to the contractor. The work shall be arranged on holidays after getting the information of the Engineer-in-charge so that necessary Board's supervision could be provided.

In a situation when the work is unavoidable for the safety of life, property, works on technical consideration the contractor shall take necessary action immediately and

arrange the work and advise the Engineer-in-charge at once. The decision of the Engineer in charge shall be final and binding.

7

MATERIAL

7.1 General

Material like tower parts, conductor, etc only will generally be issued by the Board for the work to the Contractor. All materials required for the work including cement and steel shall be supplied by the contractor at site as per the specifications. Materials supplied or brought by the Contractor at site shall not be taken out without the written permission of the Engineer-in-charge.

If it is intended by the Board to supply any materials, it shall be specifically mentioned in the special conditions of contract or the Engineer-in-charge may with special sanction of the Board opt for supply of any material in the interest of maintaining quality and timely execution of work. Any material under the ownership, custody or possession of the Board should not be used without specific permission from the Engineer-in-charge or his authorised representative. If there is any misuse or wastage through negligence by the contractor, the contractor is liable to pay penalty as decided by the Engineer-in-charge.

In case the Board issues any material as mentioned above, the following conditions shall apply:

The material will be supplied free of cost. The contractor shall be responsible for storage, handling and responsibility of transportation if necessary, of the materials issued to him by Board. The payment will be made with necessary adjustments as per the provisions in the data approved by Board in the rate quoted, accepted and agreed to by the Contractor for the supply of respective items. The Engineer-in-charge will be entitled at any time to inspect and examine all the material. The contractor shall provide reasonable assistance for such inspection. The contractor shall keep an accurate daily record of receipt used and balance of the materials in the prescribed manner. The materials supplied by the Board to the contractor in pursuance of the contract shall be treated as an entrustment by the Board to use in works and shall be treated as Board's property. In no case, the ownership of the material passes on to the contractor. The contractor shall not bring any material from outside which are specifically said to be supplied by the Board, without the written permission of the Engineer-in-charge. The Board will enforce necessary and sufficient certain regulations to ensure that the material issued in trust to the contractor is used and accounted properly. This regulation shall be binding on the contractor and shall be strictly followed.

The balance of issued material after usage, allowable wastage, non-returnable invisible wastage etc as per the provisions mentioned elsewhere in this contract, shall be returned by the contractor at his cost including loading, unloading and transportation in identical and satisfactory conditions to the Board's store specified by the Engineer-in-charge. The materials returned by the contractor shall be credited to his account. Any deterioration or damage which has been caused to the said materials while in custody of the contractor will be treated as misuse. Materials issued for bonafide use of work shall not be misused in any manner. For any misuse or waste through negligence by the contractor, he shall be liable to pay penalty.

For unauthorised excess use, misuse, misappropriation, loss or non-return of the unused balance quantity returnable as mentioned above, a penal recovery will be imposed at the rate of three (3) times the value of material prevailing at the market at the time of recovery plus 21% of this amount. Tax, if any, at applicable rates at the time of recovery shall also be levied.

7.2 Excavated Material

The Contractor has to use the maximum quantity of serviceable rubble obtained from excavation for the Work for which, no recovery need be effected. Further the Contractor shall use the unserviceable quantity (muck) for filling work. Disposal of the balance unserviceable materials, if any, will be the responsibility of the Contractor.

7.3 Basic Structural Material

7.3.1 General

Cement and Steel are considered as the basic structural material for the work and which are to be supplied, stored, protected and used as per the drawings, mix designs, specification and directions of the Engineer –in-Charge. Cement and steel, once supplied to site shall be treated as Board's materials whether payment for such supply is effected or not. Proper accounts for supply, issue to work, balance at stock etc. shall be maintained by the contractor and shall be subject to daily inspection by officers of the Board.

7.3.2 Cement

Cement supplied shall be stored and protected properly by the Contractor as per specifications based on the BIS and as per the directions of the Engineer-in-charge. The stores shall be built by the contractor at the work site itself with the consent of the Engineer-in-charge. Mode of measurement and payment for supply of cement shall be specified in the 'technical specification' forming part of bid documents.

7.3.3 Steel

The Contractor shall arrange for the procurement and storage of M.S rods/tor steel of different denomination separately at site as per the specifications of BIS and directions of the Engineer-in-charge. The contractor shall use Tor steel as per the construction drawings and approved bar bending schedule to be prepared by him. Unless specific conditions are given in the special conditions of contract, chairs and spacers will not be measured and paid and are to be provided at the cost of contractor. Mode of measurement and payment for supply of Steel shall be specified in the technical specifications forming part of the bid document.

7.4 Other Materials to be supplied by the Contractor

7.4.1 General

- ☐ The contractor shall furnish all materials required for carrying out the works.

- Except otherwise specified, all materials that will become part of the completed works shall be new and shall conform to these specifications. Where the requirements for any materials are not stated in these specifications, the materials shall conform to the appropriate and most recent specifications of BIS or such other specifications as the agreement authority may approve.
- When furnishing of any materials is mentioned in the schedule of items for quoting the rate, the cost of furnishing, hauling, storing and handling of such materials shall also be included in the price tendered for.
- While quoting for work in schedule of item wherein separate mention has not been made about furnishing etc., the rate shall include the cost of all materials including the cost of hauling, storing, handling etc.
- The contractor shall make diligent effort to procure the specified materials, but where because of priorities or other cause, materials required by these specifications are not available, substitute materials as approved by engineer-in –charge may be used, but no substitute materials shall be used without prior written approval of the agreement authority and the written approval will state the amount of price adjustment, if any, to be made. The decision of the agreement authority as to whether substitution shall be permitted and so to what substitute materials may be used shall be final and conclusive. Where the amount involved or in the importance of the substitution warrants an order for variation, the same will be issued, otherwise payments to the Contractor will be adjusted on the basis of prices stated in the written approval.
- Materials and equipment furnished by the contractor which will become part of the completed work shall be subject to inspection, examination and testing. To allow sufficient time to provide for inspection, examination and testing, the contractor shall submit copies of all orders in duplicate including drawing and other pertinent information covering the materials and equipment to be inspected, examined and tested, to the agreement authority at the time of issue or shall submit other evidences in the event of such orders and equipments of the waiving of inspection, examination and testing thereof shall in no way relieve the Contractor from the responsibility for furnishing materials and equipments meeting the requirements of these specifications.
- The materials entrusted with the contractor, if any, in pursuance of the contract will be treated as an entrustment by the Board and continued to be treated as Board's property until actually returned from the work or duly accounted for.

7.4.2 Weight of materials

If the supply, installation, testing etc. of an item is to be paid on the basis of weight, the method of finding weight of the materials used in such an item and the total weight of the item will be determined by the Engineer-in-charge.

The weights given in schedules of items are approximate for the purpose of

comparing bids only, and the actual weights may vary widely there from. The Board will not provide scales for actually weighing all of the materials and the weight of each part of the items involved will be determined in the most practicable manner by use of the rail or road or shipping weight, manufacturer's weight or catalogue weight, computed weight exclusive of weight of plant etc. Net weights only will be paid and the weights of all tares, packing and blocking will be deducted as the case may be. If the materials are shipped by rail, the car weights will be accepted provided that the actual weights of the materials only will be paid for and not the minimum car weights used for assessing freight tariff. The weights of mortar or grout, shims, wedges, lead and other materials, gaskets, welds and welding rods, paint, coating materials and joint materials other than bolts, nuts, and washers and similar materials as required or placed or applied at the site of construction will not be included in the weights for which payment is made.

7.4.3 Reference specifications

The reference to specifications for various materials to be furnished by the contractor shall include the basic specifications referred, all applicable amendments to these specifications and all emergency alternate specifications which are in effect. Where more than one reference specification is referred for a material, the material may be furnished in accordance with any one of the reference specifications at the contractor's option.

7.4.4 Approval and their storage

- ☐ All materials or articles shall be approved by the agreement authority. Samples shall be submitted for approval when so directed. Materials or articles, used without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the contractor from his responsibility to use materials and articles as per specifications.
- ☐ The contractor shall at his own expenses, provide and furnish sheds and yards in such situations and in such numbers as in the opinion of the agreement authority and requisite for carrying on the work under this contract for the storage of materials arranged by him or handed over to him by Board. The contractor shall keep at each of such sheds and yards, a sufficient quantity of materials in stock so as to avoid delay in carrying out the works with due expedition.

7.5 Misuse of materials

No material or equipment under the ownership or possession of the Board shall be used by the contractor without written permission from the competent authorities of the Board 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 at 3 times the purchase cost plus taxes or as desired by the Engineer-in-charge.

7.6 Explosives

No explosives will be supplied by the Board. The rates are inclusive of cost, all expenses

of carrying and handling, safe custody etc of the explosive. The contractor shall solely and personally be held responsible for the safe custody, storage and proper use of the explosives. Any infringement of explosives rules or unauthorized use of the explosives shall be dealt with as per rules under the provisions of law. No explosives shall be stored within the safe distances from the limits of camp sites as prescribed by relevant rules. The storage of explosives and fuels such as gasoline, butane, propane and other liquified petroleum gases shall conform to the applicable act, rules and regulations of the Government of Kerala and the Government of India. Tanks above ground level having capacity in excess of 2000 litres to store fuels shall not be located neither within the camp area nor within 100m of any building. Any infringement of laws governing explosives or explosive substances shall be dealt with as per relevant Act and Rules and shall expose the Contractor to all liabilities.

8 ENVIRONMENT

8.1 Safeguards for environmental protection

The contractor is bound to follow the safeguards that are provided herein, in respect of safeguard for environmental protection at no extra cost. The acts, rules and regulations regarding environmental protections enacted from time to time shall be followed at his cost without fail.

8.2 Preservation of existing vegetation

The contractor will preserve and protect all existing vegetations such as trees on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer -in -charge. The Contractor will be held responsible for all unauthorised cutting or damaging of trees including damage due to careless operation of equipment, stockpiling of materials or tracking grass areas by equipment. Care shall be taken by the contractor in felling trees authorised for removal to avoid any unnecessary damage to vegetation and trees that are to remain in place and to structures under construction by workmen. Cutting and removal of trees, if any, shall be done by the contractor or his men only after obtaining due permission from the Agreement Authority.

8.3 Interference with public, public properties, other departments and safety of public

All access to work sites and other areas other than those specifically agreed to be constructed by the Board herein in these specifications, if any, shall be provided by the contractor at his own expense. The Board assumes no responsibility for the condition of roads and structures thereon that may be used by the contractor in performing the work under these specifications or in travelling to and from the site of the work. No Payment will be made to the contractor by the Board for any work done in constructing, improving, repairing or maintaining any road or structure thereon for use in the performance of the work under these specifications. All roads subject to interference by work shall be kept open or suitable detours shall be provided by the contractor. During the period of time covered by this contract the Board and others may be engaged in other construction work in the vicinity of the work covered by this specification.

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.

8.4 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.

9 MISCELLANEOUS

9.1 Toll & duties

The contractor shall, unless otherwise specifically provided in the contract, pay all duties, seignorage charges, tolls, quarry fees, octroi, royalties and other taxes on all materials and articles that he may use. These charges incurred by the contractor will not be reimbursed by the Board.

9.2 Taxes

The price offered by the bidder shall include all duties and taxes other than GST that may be levied according to the laws and regulations in force at the time of bidding and during the period of the contract in India on the equipment, materials, work and supplies (permanent, temporary and consumable) and on the services performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay tax on all profits made by him in respect of the contract.

The GST paid in respect of materials or equipments supplied by the contractor for the work will be reimbursed on production of GST invoice and compliance with the statutory provisions as per GST Act, by the contractor. Statutory variations in the rates of taxes and duties will also be borne by the Board during the scheduled period of supply and execution of work. If the contractor fails to supply the materials and the equipments within the scheduled delivery period, the taxes and duties actually paid by him or the taxes and duties payable by him on the date of scheduled delivery whichever is less will be reimbursed.

Recoveries of income tax, construction workers welfare fund 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.

The contractor's staff, personnel and labour shall be liable to pay personal income taxes in India in respect of their salaries and wages and which are chargeable under the laws and regulations prevailing from time to time and the contractor shall take responsibility in this regard.

9.3 Tax clearance certificate

The Board may require the contractor to produce income tax, agriculture income tax and sales tax clearance certificate from the respective authorities or copies of PAN card, GST Registration details attested by a Gazetted officer, before entering into the agreement with him for the contract and the contractor will have to produce all such documents as and when called for. Final payment of the contractor will be made only after the production of tax clearance certificates.

9.4 Insurances

- 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 indemnify and keep indemnified the KSEBL 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 attested copies as required by KSEB Ltd of the CAR 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.

9.4..2. Adequate security amount shall be levied from the contractors in case of those works with estimate cost above Rs.3,00,000/- to discharge the liability under the Employee's compensation Act 1923.

9.4.3. The contractor undertaking works above Rs.3,00,000/- shall be directed to 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.

9.4.4. 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.

9.4.5. The details regarding the insurance cover obtained, number of workmen included, period of validity, terms and conditions, exceptions if any shall be included as a compulsory item in the contract of agreement/work order. The policy document in original shall be attached with the work order and retained in safe custody at the office concerned.

9.4.6. In case of occurrence of any accident to the workmen engaged by the petty contractor, the work bill of the contractor shall not be settled unless and until eligible amount of compensation and other financial benefit are deposited before the commissioner for workmen's compensation or disbursed to the nonfatal accident victims directly as per the provisions of Employee's Compensation Act,

1923.

- 9.4.7. Any liability on the difference in compensation amount payable before the commissioner for workmen's compensation (Deputy Labour commissioner) or to the victim beyond the insurance claim amount sanctioned by the insurance company rests with the contractor who has engaged the victim.

The contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Board against all usual hazards or risk of loss. The form and limits of such insurance and the company together with the underwriting thereof in each case, such as will be acceptable to the Board but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain adequate coverage shall not relieve him of any contractual responsibility.

The contractor, without limiting Board's obligations and responsibilities shall insure:

- ☐ the works, together with materials and plant to the full replacement cost.
- ☐ an additional sum of 15% of such replacement cost to cover additional costs and incidental to the rectification of loss or damage including professional fees and cost of demolishing and removing any part of works and of removing debris of whatsoever nature, and (c) the contractor's equipment and other things brought to site, for a sum sufficient to provide for their replacement at the site.

The insurances shall be in the joint names of contractor and Board and shall cover:

- a. the Board and the contractor against all losses or damage from whatsoever cause arising from the start of work at the site until the date of issue of the relevant taking over certificate in respect of the works or any section or part thereof as the case may be, and
- b. the contractor for his liability :
 - ☐ during the defects liability period for loss or damage arising from a cause occurring prior to the commencement of defect liability period, and
 - ☐ for loss or damage caused by the contractor in the course of any operations carried out by him under the terms of the contract.
 - ☐ for loss or damage caused by the Contractor in the course of any operation carried out by him during execution of works to the neighbouring habitats, life and property in an area of 200metres around the boundary of the site.

If the contractor shall fail to effect in force the insurances referred in the above clauses , or any other insurance which he may be required to effect under the terms of the contract, then and in any such case, the Board may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Board as aforesaid from any amounts due or which may become due to the contractor, or recover the same as a debt due from the contractor.

9.5 Death, insanity, bankruptcy, insolvency, imprisonment, or varying joint venture arrangement.

1. In the event of death or insanity of the contractor, his legal heirs, legalities, next friend, Manager or other representative as per law or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Engineer -in -charge and within one month shall take all reasonable steps to prevent a stoppage of the work.

The said person or persons have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Engineer -in -charge not exceeding the value of the work remaining unexecuted and an agreement executed for continuing the balance work. In the event of the stoppage of the works, the period of the option under this clause shall be fourteen days only, provided the above option not been exercised, then contractor may be terminated by the Board by notice in writing pasted at site and advertised in one issue of the local news paper. In the event of termination, same power and provisions reserved by the Engineer -in -charge in clause 3.12 shall apply.

2. If the contractor is imprisoned, becomes insolvent, goes on liquidation or amalgamated
 - a. The Board is at liberty to terminate the contract unless the Board is compelled by the order of Court to permit the persons authorised by the Court, Receiver, Liquidator or other person with whom the contract become vested to carry out the contract as directed by the Court to the satisfaction of the Board.
 - b. In case of termination of contract, notice in writing should be given to the contractor, receiver, liquidator or the person to whom the contract is vested and take further action as provided in clause no: 3.11 'Default by the Contractor' treating as if this termination is ordered under that clause
3. Where, as a result of acceptance of the tender, the execution of this contract is to be undertaken by the contractor as a joint venture as per the joint venture agreement annexed to the contract entered into by the contractor with the Board, the terms of joint venture agreement shall not be changed by the parties to such agreement during the subsistence of the contract with out the previous approval of the Board.

The Board will be entitled.

- a. to terminate the contract entered into with the contractor and take further actions as provided by the clause breach of the contractor treating as if this termination is ordered under that clause or to implement any alternative instead of terminating the contract.
- b. enter in to a fresh arrangement with the contractor for executing the remaining work or part thereof subject to the condition that the terms and conditions of the original contract except those which are specifically

altered by the Board and communicated in writing to the other party will be automatically applicable to fresh agreements entered into.

Operation of any of the two alternatives will be at the discretion of the Board and decision of the Board will be final and binding.

- If the contractor is an individual or a proprietary concern and the individual or 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 legal heirs of the individual contractor/proprietor if there is one or to his/her legal heirs and in the case of partnership, to the surviving partners and the legal heirs of deceased partner or as per the terms of the partnership deed, the contractor should fill up the 'form of nomination' at the time of executing agreement and should sign in the presence of two witnesses.

9.6 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 Board, the Board / agreement authority will give the final decision.

9.7 Patents and copyrights

The contractor shall hold and save the Board, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copy with or without copyright composition, secret process, patented or unpatented invention, article or appliance, manufactures or used in performance of this contract, including their use by the Board unless otherwise specifically stipulated in this contract. The contractor shall not use any patent invention over which the Board has a right to use, except with the written permission of the agreement authority. The agreement authority may permit the contractor to use such patent invention on collecting royalty or otherwise. A patent invention which has been permitted to use in respect of one contract shall not be used in any other contract or any where else or for any other purpose.

The contractor shall be bound to provide all documents/information required by the State Public Information Officer in discharge of his duties under the Right to Information Act.

9.8 Right To Information

The Contractor shall be bound to provide all documents/information required by the State Public Information Officer in discharge of his duties under the Right to Information Act.

9.9 Old curiosities

All gold, silver, oil or other minerals of any description and all precious stones, coins treasure, relics of antiquity and other similar things which shall be found in or upon, the site shall be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer -in -charge and shall from time to time deliver the same to such officials of the Government as per prevailing rules in

force.

9.10 Collusion and bribery

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one on his or on their behalf to any officer servant, representative or agent of the Board relating to the obtaining or to the execution of his or any other contract with the Board shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damages resulting from any such cancellation to like extent as is provided in case of cancellation under clause no: 3.12 and the Board shall be entitled to deduct the amounts so payable from contract. Any question of dispute as to the commission of any offence under the present clause shall be settled by the Board in such manner and on such evidence or information as they shall think fit and sufficient and their decision shall be final and conclusive.

9.11 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, Board or local self government etc. constituted as per the statute of Government of Kerala and Government of India.

9.12 Interventions by extraneous forces / agencies

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

9.13 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.

9.14 Co-operation with other contractors

When two or more contractors are engaged in the same premises, they shall work together in a spirit of co-operation and accommodation. The contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontentment or disturbance to the works, labour and arrangement of other contractor(s). In the case of any difficulties amongst the contractors, the Engineer-in-Charge will direct the manner in which each contractor shall conduct his work.

9.15 Infrastructure

Lump sum amount, if any, provided in the schedule for infrastructure development is for

developing infrastructure facilities for the construction and maintenance of the project such as office buildings, staff quarters, inspection bungalows, dormitories, stores, labour colony, roads, bridges etc. These works shall be executed only with the written approval of the agreement authority who shall approve the quantities, specification and rate for the works.

The payment for such works will be made after preparing detailed data and estimate and sanctioned as per the norms of the Board by the Engineer-in-charge and taking measurement as done for other items of work.

The payment will be made only for the actual quantity of work carried out observing conditions of measurement and payment described elsewhere in this contract.

10 SAFETY ENGINEERING & SAFETY CODE

10.1 General

Accident prevention shall be an essential part of the programme of the contractor for the work in order to reduce the cost of construction measured in terms of

- (a) Human life sacrificed
- (b) Temporary and Permanent injuries to workers;
- (c) Loss of materials resulting from accidents;
- (d) Loss or damage to equipment;
- (e) The cost of workmen's compensation and insurance; &
- (f) Loss of time due to accidents.

The safety programme should be developed to cope with the particular hazards for each operation (blasting, tunnelling, drilling excavation, transport, handling concrete etc.)

10.2 General Safety Programme

The following programme shall be promoted by the Contractor to reduce the accident rate on construction.

- (a) render full support to the work force.
- (b) Designate a qualified person to organise and monitor safety programme.
- (c) Develop a public safety programme.
- (d) Develop a safety programme for each job.
- (e) Indoctrinate new employees. Educate the employees' regarding the hazards of his work and explain to him how he can reduce the accidents to himself and to other workers.
- (f) Make safety practices effectively.
- (g) Promote good house keeping.
- (h) Maintain adequate first aid facilities,

- (i) Seek assistance from insurance carrier, if available.

10.3 Scaffolding and ladders

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders when a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than (3/4 horizontal and 1 Vertical).

10.4 Scaffolding or Staging Guards

Scaffolding or staging more than 3.5 metres' above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail property attached, bolted braced and otherwise secured atleast 90 cms high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with' only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

10.5 Platform gangways and stairways

Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or gangway of the stairways is more than 3.5 metres above the ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described above.

10.6 Protection for opening in floor

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cms. In some cases it may be necessary to temporarily cover the opening.

10.7 Safe access to working places

Safe and easy means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while width between side rails in run ladder shall in no case be less than 30 cm for ladder up to and including 3 metres in length for long ladders this width should be increased at least 6 mm for each additional 30 cm of length uniforms steps spacing shall not exceed 30 cm.

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 defence 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 or

proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

10.8 Excavation and trenching

All trenches one metre or more in depth shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 metres more in depth shall be stepped back to give suitable slope or securely held by the timber bracing so as to avoid the danger of the sides collapsing. The excavated material shall not be placed within 1.5 metres to the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall mining or under cutting be done.

10.9 Blasting Rock(Controlled)

The contractor shall observe all existing regulation in the country regarding storage, handling and using of explosives and detonators.

Care shall be taken to see that no damage is caused to the life and property of others working near by and if any caused it shall be compensated by the contractor.

10.10 Demolition

Before any demolition work is commenced and also during the process of work.

- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire of explosion or flooding, No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

10.11 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.

- ☐ Workers employed for mixing asphalt materials, cement and lime mortars shall be provided with protective goggles.
- ☐ Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- ☐ Those engaged in welding works shall be provided with welders protective eye shields.
- ☐ Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so open shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age 18 years are employed on the work of lead painting following precautions should be taken.
 - (i) No paint containing lead or lead products shall be used except in the form of paste or ready paint.
 - (ii) Suitable face masks should be supplied for the use of the workers when paint is supplied in the form of spray or a surface having lead paint dry rubbed and scrapped
 - (iii) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable working painters to wash during cessation of work.

10.12 Drowning rescue and first aid

When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

10.13 Hoisting machines and tackle like cranes, cable ways etc.

Use of hoisting machine and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions.

- (i)
 - a) These shall be of good mechanical construction, sound material, adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from patent defects.
- (ii) Operations of cranes, cableways and hoisting appliances shall be properly qualified and no persons under an age of 21 years should be in charge of any hoisting machine including any scaffold winch or give signal to the operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- (iv) In case of departmental machines, the safe working load shall be notified by the Engineer -in -charge. As regards contractor's machines the contractor shall notify the safe working load of the machine to the Engineer -in -charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge concerned.
 - (v) Every precaution shall be taken to see that the cable way skips are visible during night.
 - (vi) The cableway skips shall be firmly attached to the hooks.
 - (vii) The travelling and hoisting ropes of cableway shall be of good quality and shall not break during operation of cableway.
 - (viii) The limit switches showing the limits of travel of cableway shall function properly at all times and shall be easily visible from the operator's seat.
 - (ix) The rope guides shall be so spaced to prevent any accident due to slippage of carriage from the ropes.
 - (x) Suitable signal men and telephone operators shall be posted on duty whenever cableways of other hoists are operated.
- ☐ The cableways and ropes shall be inspected frequently to ensure safety of the people and materials on work site and nearby.

10.14 Motors, Gearing etc

Motors, gearing, transmission, electric wiring and other dangerous parts of the hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally disloaded. When workers employed on electrical installation which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

10.15 Maintenance

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder, or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

10.16 Display of safety provisions

The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.

10.17 Inspection By Officers

To ensure effective enforcements of the rules and regulations to safety precautions the

arrangements made by the contractor shall be opened to inspection by the Labour Officer, Engineer -in -charge of the department or their representatives.

10.18 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.

10.19 Compensations

No compensation will be paid to the contractor for any work carried out for safety Engineering Code. The rates quoted by the contractor shall include these incidental costs.

11 SAFEGUARDS FOR ENVIORNMENTAL PROTECTION, CONTRACTOR'S LABOUR REGULATIONS, HEALTH AND SANITARY PROVISIONS

11.1 Safe guards for Environmental Protection

11.1.1 Labourers

The total number of labourers and other personnel whom the contractor proposes to accommodate at the work site and details of their dependants staying with them should be given to the Engineer -in -charge on award of contract. Each of them when brought to site should be given proper identity cards by the contractor. Changes in the number of personnel shall be brought to the notice of the Engineer -in -charge then and there. The Contractor must ensure that his personnel do not enter any forest area other than such places where they are expected to camp and work as per the terms of the contract.

11.1.2 Contractor's Colony

Housing sites and camp area should be bench terraced. The camp area should be suitably fenced by the contractor. The water supply arrangements including the source of supply and its conveying arrangements to the colony shall be arranged without causing any kind of damages or destruction to the flora and fauna in the area. The contractor should get the approval of the Engineer -in -charge for his preliminary and enabling works including housing etc before any work is started. Drainage and sanitary arrangements for the contractor's camp shall be subject to the approval of the engineer-in -charge.

No cattle, goat or sheep will be permitted in the contractor's camp and labour colony. The contractor shall provide strong fire protection measures for his camp and work area, to the satisfaction of the engineer -in -charge. No cutting of trees, whether big or small should be allowed except with due permission from authorities. Fire wood, if required, shall be collected only with the permission of the forest department and from the area pointed out by them.

11.1.3 Gun Licences

Guns shall be totally prohibited in the project areas.

11.1.4 Work Area

All quarrying and earth removal should be restricted to the grassy blanks or the submersible area as far as possible. All soil conservation measures in the work area or in his camp as considered by the Engineer -in -charge should be taken. No forest land should be used for any non forestry purpose.

11.1.5 Inspection by Officers

To ensure effective enforcement of the rules and regulations to environmental safeguards, the arrangements made by the contractor shall be open to inspection by the Engineer -in -charge or any other officer entrusted by competent authority in this regard. The cost, if any for enforcing the environmental safeguards must be borne by the contractor and will not be reimbursed.

11.1.6 Acts and Rules

Notwithstanding the above clauses 11.1.1 to 11.1.5 there is nothing in these to exempt the contractor from the operations of any Acts or Rules made from time in the Republic of India.

11.2 Contractor's labour regulations

11.2.1 Wages

The wages shall be paid as per relevant rules.

11.2.2 Application

These rules shall apply to all construction works carried out under this contract.

11.2.3 Definitions

In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say 'Labour' means a worker employed by the contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf.

'Minimum wages' means the wages prescribed from time to time by the Government of Kerala for the district or area in which the work is to be done.

'Contractor' shall include every person whether a sub-contractor/piece worker or agent employing labour on the work.

'Wages' shall have the same meaning as defined in the 'Payment of wages Act' and include time and piece rate wages.

11.2.4 Payment of Wages

Payment of wages due to every worker shall be made to him direct. All wages shall be paid in the current coin or currency or in both.

11.2.5 Fixation of wage periods

- a) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- b) No wage period shall exceed one month.

- c) Wages of every workmen employed on the Contract shall be paid before expiry of ten days after the last day of wage period in respect of which the wages are payable.
- d) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the working day next to that on which his employment is terminated.

Note: The term 'working day' means (as far as this section is considered) a day on which the work (in which the labour employed) is in progress.

11.2.6 Display of notices regarding wages etc.

Wages due to every worker shall be paid to him direct under the supervision of Board's representative not below the rank of an Assistant Engineer. All wages shall be paid in the current coin or local currency or in both. The Contractor shall during the entire period covered by the contract.

- a) Display and correctly maintain and continue to maintain in clear and legible condition in conspicuous places on the work, notice in English and in the local languages, spoken by the majority of workers giving the rate of wages which are being paid by him to the different classes of skilled and semi-skilled labour and the hours of work for which such wages are earned, and
- b) Send a copy of such notice to the Engineer-in-charge.

11.2.7 Fines and deductions which may be made from wages

- 1) The wages of a worker shall be paid to him without any deduction of any kind except those authorised under the relevant provisions of the payment of wages Act and Minimum wages Act in force and as modified from time to time Viz.
 - (a) Fines.
 - (b) Deduction for absence from duty, i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account for, where, such damage or loss is directly attributable to his negligence or fault.
- 2) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity to show cause why such fines or deductions should not be recovered from him.
- 3) The total amount of fines which may be imposed in any one wage period

on a worker shall not exceed the amount equal to three paise per rupee of the wages payable to him in respect of the wage period.

- 4) No fine imposed on any worker shall be recovered from him in instalments or after expiry of 60 days from the date on which it was imposed.

11.2.8 Register of fines etc.

- a) The Contractor shall maintain a register of fines and all deductions made for damages and loss. Such register shall mention the reasons for which the fine was imposed or deduction for damage or loss was made.
- b) The contractor shall maintain a list in English and in the local languages clearly defining acts and omissions for which a penalty or fine can be imposed. He shall display such list and maintain it in clean and legible condition in conspicuous places on the work.

11.2.9 Preservation of registers

The registers required to be maintained under these regulations shall be preserved for the entire period of contract till all claims are settled.

11.2.10 Power of Personnel Officer to make investigations or enquiry

The Personnel Officer of the Board or any other person authorised by the Engineer-in-charge shall have power to make enquiry with a view to ascertain the enforcing due and proper observance of the minimum wages clauses and other provisions to these regulations. He shall investigate into any complaint regarding the default made by the Contractor in regard to such provision after giving reasonable notice to both parties.

11.2.11 Report of Personnel officer

The personnel Officer or any other person authorised as aforesaid shall submit a report of the results of his investigations or enquiry to the Engineer-in-charge indicating the extent, if any, to which default has been committed. The Engineer-in-charge, will thereupon give his decision on the case and determine the amount of wages and other dues, if any, to be paid to the labourers concerned and direct the Contractor to make payment to the labourers accordingly. The decision of the Engineer-in-charge shall be final and conclusive and shall not be subject to appeal under the provisions of paragraph 40 of the conditions of contract unless the award made by the Engineer-in-charge in respect of the claim of any individual labourer amounts to more than Rs.50/-for any one wage period. The contractor shall make the payment to labourer or labourers in accordance with the said decision of the Engineer-in-charge within 10days of receipt of notice of such decision. If the Contractor fails to make such payment, the Engineer-in-charge will make the necessary deductions from the Contractor's bills.

11.2.12 Prohibition regarding representation through lawyer

No party shall be allowed to be represented by a lawyer during any investigations, enquiry, appeal or any other proceedings under these regulations.

11.2.13 Inspection of registers

The Contractor shall allow inspection of all registers by the personnel officer or any other person authorised by the Board on their behalf when notice to this effect is served on him.

11.2.14 Submission of returns

The contractors shall submit periodical returns as may be specified from time to time.

11.2.15 Amendment

The Board may, from time to time, add to or amend these regulations on any question as to the application, interpretation or effect of these regulations.

11.2.16 Acts and omissions for which fine can be imposed

- ☐ Willful insubordination or disobedience, whether alone or in combination with other.
- ☐ Theft, fraud or dishonesty in connection with the Contractor's business or property of the Board.
- ☐ Taking or giving bribes or any illegal gratification.
- ☐ Habitual late attendance.
- ☐ Drunkenness, fighting, riotous or disorderly or indecent behaviour.
- ☐ Habitual negligence of duty.
- ☐ Smoking near or around the area where combustible or other materials are stocked.
- ☐ Habitual indiscipline.
- ☐ Causing damage to work in progress or to property of the Board.
- ☐ Sleeping on duty.
- ☐ Malingering or slowing down work.
- ☐ Giving false information regarding name, age, father's name etc.,
- ☐ Habitual loss of wage cards supplied by the employers.
- ☐ Unauthorised use of employer's property of manufacturing or making of unauthorised articles at the work places.
- ☐ Bad workmanship in construction and maintenance by skilled workers which is not approved by the Board for which contractor is compelled to undertake rectifications.
- ☐ Making false complaints and/or misleading statements.
- ☐ Engaging on trade within the premises of the establishment.

- ☐ Any unauthorised divergence of business affairs of the employers.
- ☐ Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the
- ☐ of the employers; and
- ☐ Threatening or intimidating any workmen or employee during the working hours within the premises.

11.2.17 Miscellaneous

The Contractors are expected to maintain good relations with their labour/employees and trade unions and any dispute arising between the Contractors and their labour/employees will be considered as industrial dispute between the Contractors and their labour/employees and shall be settled by them without any delay failing which the conciliation machinery of Government of Kerala may begin to function. It may even be referred to Labour Department for arbitration. In such an event the award by the Labour Department shall be binding on the Contractors and the contractors shall implement the award at their cost. It shall be noted that the Board will not be liable for any financial implications due to settlements as aforesaid.

11.2.18 Registers to be maintained by the Contractor.

The contractor shall maintain all the registers mentioned in Section 78 of “Contract Labour (Registration & Abolition) Rules 1974” in the prescribed form and such other forms as may be required by the Engineer-in-Charge.

11.3 Health and sanitary provisions

11.3.1 Application

These rules shall apply to all construction works carried out under this contract.

11.3.2 Definitions

‘Work place’ shall mean a place at which an average of fifty or more but less than 500 workers are employed in connection with the construction work.

‘Large work Place’ shall mean a place at which an average of 500 or more workers is employed in connection with construction work.

11.3.3 First Aid

- a) At every work place there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order and in large work places they shall be readily available during working hours.
- b) At large workplaces where hospital facilities are not available within easy distance of the work, first aid posts shall be established and be run by trained compounder.

- c) Where large workplaces are situated in cities, towns or in their suburbs no beds are considered necessary owing to proximity of city or town hospitals. No separate regular hospital may be provided and maintained at places easily accessible to established hospitals. But for other large workplaces, hospitals or indoor ward shall be provided with one bed for every 250 employees. At such places some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest regular hospital.

11.3.4 Drinking water

- a) In every workplace there shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 15 metres from any latrines, drains or other sources of pollution. The water has to be drawn from the existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be properly closed with a trap door which shall be dust proof and water proof.
- d) A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspections which shall be done at least once a month.
- e) The temperature of drinking water supplied to workers shall not exceed 900 F.

SECTION 5

ANNEXURE – A

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

This guarantee given on this day of
at by having its principal office at
..... by its Branch office
..... (hereinafter referred as “The Guarantor”).

To

The Deputy Chief Engineer
Transmission Circle,
Kanjikode, Palakkad.

(herein after referred to as “KSEB Ltd)”

WHEREAS (name and address of Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated. for the **Construction of 110kV Double Circuit line from LOC.49 of 1 SHCR to Proposed 110 kV Substation Kothakurissi** as described in Clause 3, Section 1.c (IFB) and handing over to KSEB Ltd (hereinafter called “the WORKS”).

AND WHEREAS it has been stipulated by KSEB Ltd in the said Contract that the Contractor shall furnish KSEB Ltd a Bank guarantee by a Nationalised/Scheduled Bank for the sum specified and whereas the contractor has approached the guarantor to issue a Bank Guarantee for an amount of Rs. in favour of KSEB Ltd.

AND WHEREAS The guarantor has agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE the Guarantor hereby guarantees as the obligator and not merely as surety, unconditional and absolutely to KSEB Ltd of the payment of guarantee amount (amount of guarantee).. (in words).. or such sum being payable, and guarantor undertake to pay KSEB Ltd, upon KSEB Ltd’s first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without KSEB Ltd’s needing to prove or to show grounds or reason for the demand for the sum specified herein.

The guarantor hereby waives the necessity of KSEB Ltd demanding the said debt from the Contractor before presenting us with the demand.

The guarantor further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between KSEB Ltd and the Contractor shall in any way relieve us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The obligation of the Guarantor under this guarantee shall not be affected by any legal limitation, disability in capacity or other circumstances relating to the contractor or by any change in the constitution of or any amalgamation or reconstruction of the contractor.

This guarantee shall be valid for - - - - months from i.e..day. month. year.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank.....

Address:

Date:

ANNEXURE – B

FORM OF AGREEMENT (IN KERALA STAMP PAPER)

Article of Agreement No... .. made the... ..
... .. day of2025.... between Shri
... ..
... .. (here enter name, designation and
address of agreement authority) acting for an on behalf of the Kerala State Electricity Board
Limited(herein after called the “Board”) of the one part and Shri... ..
... .. of... ..
... ..and Company Limited incorporated under the... ..
... .. and having its registered office at... ..
... .. (hereinafter called the Contractor) on the other.

WHEREAS the Kerala State Electricity Board Limited is taking up the construction of... ..
... ..in connection with
the... .. project.

AND WHEREAS the Board is desirous of starting the actual construction of the
... .. at an early
date for the benefit of the people.

AND WHEREAS the Board has invited tenders for the construction of
... ..

AND WHEREAS the Contractor has tendered for
... .. work as per specifications,
drawings and conditions mentioned herein after and appended to this.

AND WHEREAS Board has been pleased to accept the bid for
without any modification/with the modifications incorporated as annexure.

AND WHEREAS the Contractor has furnished Performance guarantee/ Bank Guarantee No
.....Dated.....for sum of
Rs.....for the proper performance and the completion of the contract in every aspect, Now
these presents witness and it is hereby mutually agreed as follows.

In this agreement words and expressions shall have the same meaning as are respectively assigned to
them in the conditions of contract herein after referred to.

ARTICLE 1 – SCOPE OF WORK

The Contractor shall perform everything required to be performed for the execution of -
.....project as described in and could be gathered from the documents appended herewith so
that they will be finished in complete form as possible. He shall provide and furnish all labour,
materials, tools, plant and equipments and incur all other expenses required to perform the work except
to the extent provided in the attached documents and he shall complete every item of work in workman
like manner complete in every respect strictly in accordance with drawings, specifications and

conditions of contract as finally agreed to.

ARTICLE II -PAYMENT

In consideration of what the Contractor does under the provisions of this contract, strictly in accordance with the terms thereof the Board agrees to pay the Contractor in Indian currency for the work as shown in schedule of items which includes all the items of work contemplated under the agreement at the item rate / rates mentioned therein.

ARTICLE III-COMMENCEMENT AND COMPLETION

The date of commencement of work under this contract shall be 15 days from the date of award of Contract and shall be diligently prosecuted until it is complete in every respect. It shall be made ready to be taken over by the agreement authority on or before.....

ARTICLE IV-COMPONENT PARTS OF THE AGREEMENT

The Contract documents among other things consist of this agreement on stamp paper. Bid document consisting of

I(a). Volume I -Pre Qualification and General conditions of contract

I(b) Volume II –Technical specifications

I(c). Volume III –Price bid

II. Corrections and amendments to the specifications and conditions of contract included in the above volume.

III. Annexure, if any, to the above volume containing the change in specification and conditions of contract arrived at after mutual negotiations before awarding the work.

IV. Drawings as listed in the Price bid

V. Schedule of prices as finally accepted.

VI. Approved Construction Programme.

ARTICLE V-ON ANNEXURE

In case of modifications, if any, an annexure containing all modifications agreed to alone will be appended and not the intervening correspondence between the parties and all such correspondence including bid forwarding letters will be inoperative.

ARTICLE VI – RATES TO HOLD GOOD IN CASE THE PERIOD OF THE CONTRACT IS EXTENDED:

The item rate/rates quoted by the Contractor in Schedule of items and accepted by the Board shall hold good for all works done towards the completion of the contract whether during the period mentioned herein or during the extended period, if any. No revision of rates for the works shall be allowed on any ground or on any reason.

ARTICLE VII-SERVICE OF NOTICE:

Every notice to be given to the contractor may be given to him personally or left at his residence or last known place of abode or business or handed over to his agent, personally or may be addressed to the Contractor by post at his usual or last known place of abode of business and is so addressed and posted shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode of business.

ARTICLE VIII-ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or make over the contract or the benefits or burdens there of any part thereof to any other person or persons or body corporate. The Contractor shall not underlet or sublet to any person or persons body corporate the execution of the contract or any part thereof without the consent, in writing, of the Board. If the contractor intends to sublet the work to a sub contractor, the contractor shall furnish the details pertaining to the competency of the sub contractor for the execution of the work along with the Pre-qualification bid. The competency of the sub-contractor will also be a deciding factor in evaluating the pre-qualification bid. The Board shall have absolute power to refuse such consent or rescind such concept (if given) at any time, if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub contractor upon such rescission, provided always that is such consent be given at any time the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.

ARTICLE IX-INSOLVENCY OR LIQUIDATION:

In case the Contractor becomes insolvent or goes in to liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any orders for the administration of his estate are made against him, or in case any orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency or in case in which, under any clause or clauses of this contract the Contractor shall have rendered himself liable to damages amounting to the whole of his performance security deposit, the Contract be determined and the agreement authority may complete the contract in such time and manner by any such person as the Board shall think fit. But such termination of the contract shall be without any prejudice to any right of remedy of the Board against the contractor or his sureties in respect of any breach of contract committed by the Contractor.

ARTICLE X-BREACH OF CONTRACT:

If the Contractor commits breach of all or any of the terms or any of the terms or Conditions of Contract the Board shall be entitled to recover from the Contractor all damages it might suffer there by. The amount thus due could be recovered from the Contractor in any manner the Board chooses including recovery by Revenue Recovery Proceedings.

ARTICLE XI -PERFORMANCE GUARANTEE:

During the performance guarantee period of 3 years from the date of taking over by the Board, the contractor shall repair at free of charge , any accessory transported or installed by the contractor which fails or proves unsatisfactory under normal operations due to his faulty material handling or workmanship.

The Board shall decide the reasonable time for rectification taking into account various aspects. In case the contractor does not respond after the reasonable time, the work will be arranged through a separate agency and the additional expense incurred will also be recovered from the amount kept for ensuring performance guarantee in addition to the penalty.

On the expiry of the guarantee period, the amount kept for ensuring performance guarantee will be released after deducting the amount as above, if any.

ARTICLE–XII RELEASE OF PERFORMANCE GUARANTEE AND SECURITY DEPOSIT
(RETENTION)/BANK GUARANTEE:

The Performance Guarantee and Security Deposit (Retention)/Bank Guarantee furnished by the Contractor will be released only after 36 months from the date of taking over of the project and the Agreement Authority certifies that the Contractor has performed the contract in a full, complete and satisfactory manner.

ARTICLE XIII

The Contractor hereby agrees to extent the period of validity of Bank Guarantee furnished by him towards Performance Guarantee under this contract till such an extension is not required by the agreement.

In witness where of the parties here to have here unto set their hands the day and year first above written, Signed, sealed and delivered by.....
(agreement authority) on behalf of the Kerala State Electricity Board Limited.

Agreement Authority

In the presence of:

Full name, address and Signature

Full name, address and Signature

Signed, sealed and delivered by.....

Contractor.

In the presence of:

Full name, address and Signature

Full name, address and Signature.

ANNEXURE – C

Schedule of deviations from General Conditions

All deviations from general conditions shall be filled in by the Bidder clause by clause in this schedule.

Section	Specification No	Clause No.	Deviation	Monetary Implication

The Bidder hereby certifies the above-mentioned are the only deviations from KSEB Ltd's general conditions for this Bid. The Bidder confirms that in the event of any other data and information presenting in the Bidder's proposal and accompanying documents including drawings, catalogues etc. are at variance with the specific requirements laid out in the KSEB Ltd's general conditions, then the latter shall govern and will be binding on the Bidder for the quoted price.

		Name and Address of Bidder
Place :		
Date :		