

Short Notice Tender for HT Cable Laying Work
for
KERALA CRICKET ASSOCIATION



TENDER SCHEDULE

Issue of Tender	: 15.06.2024
Last date for submission of Sealed Tender	: 21.06.2024, 4:00 pm.
Opening of Tender Documents	: 21.06.2024, 5.00 pm.

Client:

**The Secretary,
Kerala Cricket Association
K.C A Complex, T.C- 28/152
Sasthamkovil Road, Thycaud
Thiruvananthapuram 695014**

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PART- I (TECHNICAL BID)

Tender No. KCA/TNDR/HT CABLE LAYING/2024

15.06.2024

Ref No: KCA/MNGPM/HT CABLE LAYING/2024

1. NOTICE INVITING TENDER

Short Notice Tender for HT Cable Laying Work
for
Kerala Cricket Association.

Kerala Cricket Association invites Tender for HT Cable Laying Work for Kerala Cricket Association.

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

Sealed Bids in TWO separate sealed Envelopes indicating clearly '**Envelope - No.1 - Technical bid**' and '**Envelope No.2 - Price bid**', shall be addressed to **The Secretary, Kerala Cricket Association, K.C A Complex, T.C28/152, Sasthamkovil Road, Thycaud, Thiruvananthapuram 695014** and Envelops should also be super scribed "**Tender for HT Cable Laying Work at Mangalapuram**".

Last date for the submission of tender is 21.06.2024, 4:00 pm.

Technical bid and price bid will be opened on 21. 06.2024, 5:00 pm at KCA office, Thiruvananthapuram.

All the Bid documents are to be send to this office by Registered / Speed post/Courier/ Dropped at specified box at KCA office. Late tenders will not be accepted.

1. This NIT (tender document) can be downloaded from ourwebsite www.keralacricketassociation.com.
2. The envelop must carry the following:
 - a. Bid of tender with every page signed and stamped.
 - b. An initial part amount of Rs 15,000/- (Rupees Fifteen Thousand Rupees Only) towards Earnest Money Deposit (EMD) by way of Demand Draft (DD)/Bank Guarantee from Nationalized/Scheduled Bank and Bid Document Fee Rs.1,200/- including GST should be remitted to theA/C No. 13800100303237 IFSC: FDRL0001380 Bank: Federal Bank Ltd.,

Palarivattom, Ernakulam Branch and the UTR receipt should be submitted along the Bid documents. Only Internet Banking is allowed as mode of payment for Bid document fee.

The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

The Security Deposit shall be released after completion of work along with the final bill.

- c. Power of attorney authorizing the person to sign the tender.
3. If the last date of receipt or opening of the tenders happens to be a holiday for KCA, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
 4. Before filling up the tenders, the bidders may note the following:
 - a. The bids shall remain valid and open for acceptance as per the dates mentioned in the tender notice. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the KCA, then the KCA without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
 - b. **Time of Completion:** Time is the essence of the contract. The Contractor shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from KCA. No extra payments will be made for the work being done during the odd hours. **Date of commencement shall be either one-week, from the date of issue work order or the day on which the contractor will take possession of site, whichever is earlier.** The work shall be completed within **01 month** from the date of commencement.

- c. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.25%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.
- d. The tenderer should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- e. The tenderers must include in their tender prices quoted for all duties royalties, GST, cess and sales tax, works contract tax or any other taxes or local charges, transportation charges, loading and unloading charges, installation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.
- f. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within 01 day after communicating the same, otherwise the tender will be rejected.
- g. KCA reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- h. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- i. All taxes including GST or any other payable/ prevailing tax on material or on finished works etc or insurance cost, transportation etc, in respect of this contract shall be payable by tenderer and the Bank will not entertain any claim whatsoever in this respect over the quoted price.

- j. The tenderer, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.
- k. ***Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the KCA in any circumstances.***
- l. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. KCA reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment /execution of work. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.
- m. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the full and final payment of the contractor will be settled after the satisfactory execution of these item.
- n. KCA does not bind itself to accept the lowest or any tender at all. KCA also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- o. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to **The Secretary, Kerala Cricket Association, K.C A Complex, T.C- 28/152, Sasthamkovil Road, Thycaud, Thiruvananthapuram 695014** who will review the questions and if information sought is not clearly indicated or specified, KCA will issue clarifications to all the tenderers which will become part of the Tender Document. KCA will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of KCA before three working days prior to the last date of submission of the tender.
- p. KCA also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.

- q. The successful bidder shall execute an agreement on non-judicial stamp paper with KCA in accordance with the standard format enclosed (Articles of Agreement) within 05 days from date of issue of work order failing which the bidder's EMD may stand forfeited.
- r. The relevant available documents and information regarding the ground and the buildings with us shall be shared with the contractor. ***All the necessary works related to the Job component like preparation of preliminary and as built drawings, liaising with the local authorities, govt. bodies for any type of NOC, clearance etc.; shall be under the scope of the party.***
- s. **In case of any clarifications, please contact Shri. Sishan Sharafudeen, Manager QS & Billing, KCA or email : engineering@keralacricket.in Mob-7338938126.**

TERMS OF PAYMENT

The payment for the works to be executed under this contract shall be made as follows:

1. Advance Payment - 20% against bank Guarantee.
2. Balance Payment as per the work progress at site certified by the concerned Engineer.

-Sd-
(Vinod S Kumar)
Secretary,
Kerala Cricket Association

2. FORM OF TENDER

**The Secretary,
Kerala Cricket Association
K.C A Complex, T.C- 28/152
Sasthamkovil Road, Thycaud
Thiruvananthapuram 695014**

Dear Sir/Madam

Short Notice Tender for HT Cable Laying Work for Kerala Cricket Association.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.
2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs 15,000/- (Rupees Fifteen Thousand Rupees Only) towards Earnest Money Deposit (EMD)** by Demand Draft Kerala Cricket Association, Thiruvananthapuram, payable at Thiruvananthapuram and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with KCA.
6. I/ We agree to pay all Government (Central and State) Taxes such as Excise Duty, GST, Income tax etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.

7. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the currency of the contract.
8. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Place

Date

Signature

Seal

3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company: -

1. Should have at least 05 years of experience as KSEB approved Contractor.
2. Copies of Certificates issued by KSEB should be enclosed with Technical Bid and need to be produced in original before KCA when demanded.

4. SCOPE OF WORK

"HT Cabling Laying Work for Kerala Cricket Association."

The scope of above work shall include the following:

1. Earth work including Excavation & backfilling for laying HT Cable
2. Transformer fencing work as per KSEB norms.
3. Road cutting & Concrete work.
4. Filling 6mm aggregate for base area of Transformer and RMU.
5. Transformer & RMU plinth work.
6. Supply of DB Box With fuse.
7. Transformer & RMU fixing with essential fittings as per KSEB norms.

Note: Materials include Transformer, RMU and HT Cable will be provided by KCA.

General Conditions

1. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the KCA.
2. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the KCA.
3. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
4. If the job is delayed beyond the given schedule, KCA shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
5. There may be other contractor working inside/ outside the premises simultaneously for carrying out other works. Cooperation and coordination between the contractors shall be maintained including permitting them to use the Scaffoldings.
6. All Sundry equipment's/fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, cable trays, junction boxes and all other sundry items for proper assembly and installation of the various equipment's and components of the work shall be deemed to have

been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender document or not.

5. Instructions to the Contractors for furnishing Individual details in prescribed Performa

1. The contractors are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, space capacity, competence and adequate evidence of their financial standing, etc. in the enclosed form **(Proforma-1 & 2)** which will be kept confidential.

Proforma-1 General Details about the contractor.

Proforma-2 Details of GSTIN of the contractor.

2. If the space in the Performa is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the Performa and serial number. Separate sheets shall be used for each part.

3. Any letter or document accompanying the Performa shall be submitted in duplicate.

4. Tenders containing false and/or inadequate information are liable for rejection.

5. While filling up the Performa with regard to the list of important projects completed or on hand, the applicants shall only include those works as mentioned in pre-qualification criteria.

6. While deciding upon the selection of contractors for participating in the Price bid, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items. Also, emphasis will be given to the applicants who have executed majority of the similar works.

7. Clarifications if any required may be obtained from the KCA or contact Shri. Sishan Sharafudeen, Manager QS & Billing, KCA or email : engineering@keralacricknet.in Mob-7338938126

8. While deciding upon the selection of contractors for participating in the

Price bid, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items. Also, emphasis will be given to the applicants who have executed majority of the similar works.

9. Decision of the KCA in regard to selection of contractors for selecting them for price bidding will be final. The KCA is not bound to assign any reason therefore.

10. Each page of the tender document shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

6. GENERAL INSTRUCTIONS TO THE CONTRACTORS

1. Quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of KCA.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by KCA, if required.
3. ***Rates should include all Taxes, Levies, Transportation charges, installation charges, wages as per Act, GST and all other charges etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.*** Rates for all items of work are deemed to include costs for all operations involved in adhering to the specifications (including the IEE Rules/Regulations of the local licensing Authority CEA of the Fire Insurance/Explosives Authorities, the I.S.S.) Unless there is a provision to the contrary in the schedule of quantities.
4. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of KCA shall be final.
5. Income Tax (TDS), GST TDS and other applicable taxes as per statutory provisions will be deducted from total payment due to the Contractors.
6. Insurance: The Contractor, is required to keep the works duly insured in the joint names of KCA and the Contractor (KCA's name being first) until the completion of defect liability period of the works. From commencement to completion of the works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightning, explosion, earthquake, storm, hurricane, short circuits, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. Explanation: For the purpose of this condition, the expression "from the commencement to completion of defect liability period of the works" shall mean the time commencing from the issue of the work order to the contractor and ending with successful completion of work. The

following insurance policies are required to be taken by the contractor; Contractor all risk policy: Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Contractor.

The said insurance shall also provide for the removal of debris of the lost or damaged works.

Workmen Compensation Policy: The Contractor shall at all times indemnify the KCA against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, KCA State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or around the work whether in the Employment of the KCA, or Contractor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

7. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub- contractor / Nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor/Sub-Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premiums shall be paid by the Contractor.

The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors or nominated contractors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain

adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub-contractors and nominated sub-contractors also.

- 8.No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until each insurance is current and valid at that time.

In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

- 9.All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
- 10.The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and KCA will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
- 11.The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, EPF and NP Act,1952 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. KCA shall not be held responsible for any penalty or failure of any Labour Regulations. KCA shall have the power to inspect the Wage Register, PF Register and for physical verification of salary paid to the staff and PF deduction with reference to any records of the Contractor and to insist the Contractor to comply with Laws. Any legal complication arised due to non-compliance, KCA will not be a party and contractor has to bear the entire cost and liability.
12. In case of any discrepancy in deduction of PF by the contractor, KCA is compelled to deduct the amount and pay to PF authorities towards contract employees' a/c on behalf of the Contractor.
- 13.The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI,

Provident Fund, Workmen Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

14. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
15. The Contractor or his authorized representative should visit the site frequently as required by KCA and meet them with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
16. The Contractor shall be fully responsible and shall compensate KCA with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of KCA in this regard shall be final and binding.
17. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to KCA in kind or cash will be viewed seriously and KCA will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
18. In case of any default or failure on Contractor's part to comply with all/any one of the Terms / Conditions, KCA reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
19. If any dispute arises on any matter concerning this Contract, the decision of shall be final and binding.
20. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
21. The work should be carried out with least inconvenience to the residents. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by KCA in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.

22. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of KCA. The Contractor shall assist Main Contractor/ KCA fully in respect of any liaison with KSEB / Municipal or any other authority for necessary approval/permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to KCA.
23. The Contract can be terminated by KCA on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
24. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of KCA. The KCA will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to KCA. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
25. The Contractor shall provide everything necessary for the proper execution of the works. KCA will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by KCA. The Contractor shall supply, fix and maintain all the scaffoldings, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
26. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of KCA

27. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer immediately without any extra cost to the KCA. In case of failure to do so within 10 days from such notice from the ground, the KCA may get such rectification works carried out through any other firm and expenditure incurred by the ground shall be recovered from any money due to the Contractor at the cost and risk of the contractor.
28. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS: The Contractor shall report in writing to the KCA in the form of a Certificate as per the format given at **Annexure A**, as and when the works are completed in all respects. The KCA shall, after due verification of the works, issue to the Contractor a certificate to be called "**Virtual Completion Certificate**" (**VCC**). The defects liability period shall commence only from the date of virtual completion of the work i.e. actual possession of the work.
29. PAYMENT OF CONTRACTOR'S BILL:
- i. Advance Payment - 20% against bank Guarantee.
 - ii. Balance Payment as per the work progress at site certified by the concerned Engineer.
30. COMPLETION PERIOD: The work should be completed within **01 month** starting from 07 days from the date of issue of work order or the date on which contractor takes the possession of site, whichever is earlier.
31. DELAY AND EXTENSION OF TIME: If, in the opinion of the KCA the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the KCA and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of KCA's instructions, or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having in due time necessary instructions from the KCA for which he shall have specifically applied in writing, ahead of time, giving the KCA reasonable time to prepare such instructions, the KCA shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lockout, the Contractor shall, as soon as may be, given written notice thereof

to the KCA, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the KCA to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

- a. Force Majeure
- b. Exceptionally inclement weather
- c. Loss or damage by fire and earthquake
- d. Civil commotion, lockout, strike etc.
- e. KCA's Instructions, as the case may be
- f. Delay on the part of the nominated Sub-Contractor or nominated supplier.
- g. Delay on the part of the other Contractor employed by the KCA.

32. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works. Power should be used only for welding, cutting, drilling purposes and no major fabrication work shall be done at site.

33. Electric power and water supply shall be provided to the contractor by KCA at single point at sites, free of charge. Contractor shall not use power/water for other purpose than that it is intended for.

34. Additional Terms and Conditions as per enclosure.

I/we accept all the above Terms and Conditions in all respects without any reservation.

7. TERMS AND CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as may be necessary from KCA before quoting the rates.
3. Rates should include for removal of debris out of premises to the safe Municipal limits, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the KCA, the bill will not be accepted.
4. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, GST etc. as applicable, overheads and profit etc. No separate charges for carriage or labour would be made. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the bidder.
5. No escalation shall be allowed on the rates of this contract.
6. The BIS / CPWD specifications shall be followed as applicable and in the absence of the same the decision of KCA shall be final. The work has to be carried out only by Electrical contractors who are authorized by the Kerala State Electrical Inspectorate, and possessing valid license.
7. The contractor shall at the instructions of the KCA within such time as notified, open up for inspection any work and should the contractor refuse or neglect to comply with such instructions, the KCA may employ other workman to open up the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the contractor.

8. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained.
9. No bidder will be allowed to withdraw his Tender during the validity period.
10. Rates should be filled in the Bidders Schedule of Quantity in the Price – Bid neatly and no correction shall be made. Corrections, if any should be duly authenticated by the signing authority.
11. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a. When there is a difference between the rates in figures and in words, the rates, which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
12. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect KCA's staff, his employees and property against accidents from any cause and he shall indemnify KCA against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
13. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
14. The work is to be undertaken only during working days and during the office timings. The work cannot be undertaken on Saturday, Sunday and any declared holidays except with the written approval of the KCA.
15. The contractor has to make his own arrangement of stay for his employees outside the KCA premises.

16. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
17. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
21. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by KCA's Engineer. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
22. Notwithstanding anything stated above, KCA reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of KCA.
23. The decision of KCA in awarding the work shall be final and cannot be subjected to arbitration.
24. KCA reserves the right to accept / negotiate / reject any Quotation either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, KCA shall be under no obligation to accept the lowest or any other Quotations received in response to this Quotation. The decision of KCA in this regard shall be final and indisputable.
25. KCA also reserves the right of supersession of any of the conditions stipulated in the Quotation Document.
26. The contractor shall require shifting some of the furniture, electrical items, etc., to some other places within the office premises during the time of work and may also be required to place them in the appropriate place after completing the work. No extra payment will be made for those works.
27. There will be other works being carried out by various contractors in the said office premises. Hence Care should be taken not to damage any other works and also to coordinate with the other work contractors.

28. Final bill: The final bill has to be submitted by the contractors as early as possible after the completion of the work along with completion of recording the final measurements.
29. Co-ordination and Monitoring: The contractor's site supervisor/ engineer will be coordinating and monitoring the project and report the progress to KCA on weekly basis.
30. Site order book: Site order book shall be maintained on the site for issuing instructions to the contractor in the course of day to day supervision of the work.
31. Hindrance register: A hindrance register shall be maintained at the site to have a record of hindrances in the progress of work which may result in delays.
32. Idle Labour Clause:
- I. In case the proposed work is held up for any site conditions not attributable to the contractor or for any decisions/ instructions/ want of details from KCA or for any of the untoward situation, the contractor shall be allowed reasonable extension of time by the KCA but any additional/ extra claim for payment to idle labour/ tools/ establishment/ plant etc, during this period shall not be the liability of the KCA. The quoted rates should include for all such contingencies.
 - II. Whatever the reasons be, no claim for idle labour, additional establishment, cost of labour charges of tools and plants would be entertained under any circumstances.
33. Settlement of Disputes and Arbitration: All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed

to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer here in after mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Contractors.

The contractor shall on receipt of the names as aforesaid, select any one of the person’s name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall there upon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employers should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

8. SAFETY CODE

1. The contractor shall follow the safety codes as per IS-5216-1982 while carrying out the electrical work.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
3. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
6. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
7. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
8. No floor, roof or other part of the structure shall be so over-loaded with debris materials as to render it unsafe.
9. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
10. Those engaged in welding works shall be provided with welder's Protective eye-shields and gloves.
11. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

12. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dryrubbed and scrapped.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work required precautions should be taken.
- vi. Two buckets of water/ sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the work men while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials/waste.

9. ANNEXURE A

VIRTUAL COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor

Place:

Name :

Date:

Address :

Seal :

10. PROFORMA 1

Sl. No.	Description	Information to be filled up by the Contractors
1	Name of the contractor/organization and address of the Registered Office	
2	Year of establishment	
3	Type of the Organization (whether sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)	
4	Name of the Proprietor/Partner/Directors of the Organization/Firm:	
(a)		
(b)		
(c)		
(d)		
5	Details of Registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number	
6	Whether registered with Government/ Semi Government/ Municipal Authorities or any Public Organization and if so, in which class and since when?	
7	MSME registration details, if applicable	
8	Last year income tax returns/acknowledgement form	
9	Experience in the Relevant field	

11. Bank Account Details

Details of Bank account to be furnished by the contractors/service providers for effecting payment

Name and address of contractors/service providers with phone nos.

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1	Name of the account holder(As appearing inthe Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	RTGS/NEFT/IFS Code	
6	Type of account (Savings, Current, etc.)	
7	PAN Number	
8	GSTN Number	
9	Whether your PAN card and Aadhar is linked?	Yes or No

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank accountand (2) copy of PAN Card and (3) allotment letter/registration letter under GSTN.

PART- II (PRICE BID)

KERALA CRICKET ASSOCIATION

KCA COMPLEX, TC 28/152, Shasthamkovil Road, Thycaud, TRIVANDRUM -695014

Tender for HT Cable laying work at KCA Cricket Ground, Mangalapuram, Thiruvananthapuram.

BOQ

Sl. No.	Description	Unit	Qty	Rate	Amount
1	Earth work including Excavation & backfilling for laying HT Cable	Meter	510		
2	Labour Charge for Cable laying HT (3C x 300Sqmm XLPE)	Meter	510		
3	Road cutting & Concrete work including all materials	Meter	4M		
4	Supply and laying concrete brick as per KSEB specification for laying above the cable. 50cm x 30cm x 7.6cm thick	Nos	1000		
5	End termination work including labour and materials	Nos	5		
6	Straight joint including labour and materials	Nos	1		
7	Labour Charge For Distribution board fitting & leg connection work	Lumpsum			
8	Transformer fencing work as per KSEB norms including labour and materials	Lumpsum			
9	Supply and filling 6mm aggregate for base area of Transformer and RMU	Lumpsum			
10	Transformer plinth work including labour and materials	Lumpsum			
11	RMU plinth work including labour and materials	Lumpsum			
12	Supply of DB Box With fuse	Lumpsum			
13	Providing Electrical Earth pit including labour and materials	Nos	5		
14	Labour charge for fixing Transformer	Lumpsum			
15	Labour Charge for Erecting 2 poles near Transformer to connect AB Switch	Lumpsum			
	SUB TOTAL				
CONSOLIDATED ABSTRACT					
1	HT Cable Laying Work				
	TOTAL (before GST)				
	GST (18%)				
	TOTAL AMOUNT				