



**KERALA STATE ELECTRICITY BOARD
Ltd.**

(Incorporated under Indian Companies Act, 1956)

Office of the Chief Engineer(Distribution -South)

RE- TENDER NO.KSEB/CEDS/03/19-20 dtd 25.05.2019

Chartering Common Consultancy services (Technical and Management) for obtaining NABL Accreditation to Meter Testing Laboratory at TMR Divisions, Pallom and Thirumala

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SECTION - I
NOTICE INVITING TENDER

Re-Tender No: **KSEB/CEDS/03/19-20 dtd 25.05.2019**

Sealed competitive tenders are invited from competent firm for the work of Chartering Common Consultancy services (Technical and Management) for NABL Accreditation to Meter Testing Laboratory at TMR Divisions, Pallom and Thirumala as detailed below

Tender documents and tender schedule may be downloaded free of cost from the website of the Kerala State Electricity Board Limited <http://www.kseb.in>.

Date of Commencement of download of Tender form : 4.06.2019, 5PM

Last date of download of Tender form : 22.06.2019 , 05:00PM

Last date of receipt of Tender form : 27.06.2019, 02:00 PM.

Date of opening Tender form : 27.06.2019, 3:30 PM.

Probable amount of contract : Rs.2,95,000/-

Earnest Money Deposit : Rs.7375/-

Cost of Tender Form : **Exempted**

Availability of tender document

**The tender document shall be
downloaded from the website of
KSEBL (www.kseb.in)**

Note: 1. If the date of opening of the bid mentioned above happens to be a holiday , the same will be opened the next working day. No separate intimation in this regard will be issued. Kerala Govt. Public Sector Undertakings are exempted from furnishing EMD. Valid documents to claim EMD exemption shall be submitted as proof.

2. The tenderer (contractor) should have GST registration.

3. The offered rate for above contract would be inclusive of all taxes including GST. |

The Tender documents shall be downloaded from the website of KSE Board Limited www.kseb.in and should be submitted in duplicate along with required EMD by Registered Post/Speed Post/Courier. Tenders received otherwise will be rejected.

Bidders shall visit the **“Tenders”** section of the website www.kseb.in for downloading the tender document

All Communications shall be addressed to: The Chief Engineer (Distribution South), Kerala State Electricity Board Limited, Power House Building, Thiruvananthapuram only.

Further details if any required, can be had from the Office of the undersigned during working hours . (Phone 0471 - 2461565 , 9496008039, e-mail cedstvm@gmail.com)

Sd/-

**Chief Engineer
Distribution (South)
Thiruvananthapuram**

APPLICATION FORM

(To be filled by the applicant)

To

Chief Engineer
Distribution Southh
Power House Building
Thiruvananthapuram

Sir,

Sub- Chartering Common Consultancy services (Technical and Management) for NABL
Accreditation to Meter Testing Laboratory at TMR Divisions, Pallom and
Thirumala

Ref:- Re-Tender No. **KSEB/CEDS/03/19-20 dtd 25.05.2019**

We are interested in getting ourselves qualified 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 K.S.E. Board from time to time in this respect.

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.
- 5.

Place:

Name and address of bidder

Section-II

Instructions to Bidders

I. GENERAL

1. SCOPE OF BID

1.1. The Executive Agency (also referred to as the “Kerala State Electricity Board Ltd” in these documents) invites bids for the work of “ Chartering Common Consultancy services (Technical and Management) for NABL Accreditation to Meter Testing Laboratory at TMR Divisions, Pallom and Thirumala which includes pre assessment, formal informal technical guidance, training, preparation of all manuals, standard operating procedures (SOP’s) and documents required for accreditation as per NABL requirements, read with ISO 17025 / 2005, internal auditing at the time of NABL audit etc. as described in the detailed scope and to the full satisfaction of KSEBL on Contract Basis as defined in the Bid documents

1.2. The successful Bidder shall complete the works **within 12 months** reckoned from the official date of commencement .

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 Ltd. with its own allocated funds.

3.ELIGIBLE BIDDERS

3.1. The bidding is open to bidders satisfying the conditions described below Only those bidders having a valid qualification on the date of bid submission, shall submit bids Eligibility and qualification of Intending Bidders.

3.2. 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 contractor should possess GST registration.

b. **The bidder should have minimum 3 years experience in executing similar work. The details of similar works executed shall be furnished.**

c. A firm/bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

d. Firms accepting Board’s payment, penalty and completion period will alone be qualified

e. 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/, lease, hire etc} of the essential equipment

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.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 Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. He shall examine and satisfy himself, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense. The tenderers may contact Executive Engineer TMR Division Pallom and Thirumala for any assistance in this regard.
- 5.2 KSEB will not entertain any claim at any stage from the Bidder on the plea of having him not acquainted sufficiently to the site conditions.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENTS

- 6.1. The set of bidding documents comprises the documents in "Clause 15" of Section 2
- 6.2 Bidders shall have to submit their bids 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 email at the KSEB's address indicated in the Invitation for Bid.
- 7.2. KSEB Ltd. may respond to any such request for clarification, which it receives up to the previous date of 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 completed bid by the deadline indicated.
- 7.4. Immediately upon downloading 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 www.kseb.in website. KSEB shall not be responsible for bidders 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 www.kseb.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

The bid submitted by the bidder shall comprise the documents as mentioned in the subject bid.

11. BID PRICES

11.1. The Contract shall be for the “detailed scope of the work” as described in the bid as annexure I. The quantities of items of works, 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.

11.3. The price quoted by the bidder shall be inclusive of GST

11.4 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.

12. BID VALIDITY

12.1. Bid shall remain valid for a period of **30 days** from the date of opening of price bid.

12.2. 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 email. 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)

1) EVERY TENDER SHOULD BE ACCOMPANIED BY AN EARNEST MONEY OF 2.5 PERCENT OF P.A.C (Probable amount of Contract). The Earnest Money may be furnished in Cash or bank drafts or Demand Draft shall be drawn in favoring of the Chief Engineer (Distribution South), KSEBL, Power House Building, Payable at Thiruvannathapuram

In the case of Earnest Money Deposit, bank guarantee towards earnest money deposit will in no account be accepted. Cheques or other postal orders will not be accepted. TENDERS NOT ACCOMPANIED BY SUFFICIENT EARNEST MONEY WILL BE REJECTED. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenders will be adjusted towards security that will have to be deposited for the satisfactory fulfillment of the contact. No interest will be paid for the earnest money deposited. (Bank guarantee or other security deposited with the Secretary, Stores Purchase Department (Kerala State) will not be accepted).

13.2 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 20.1** of this section.
- c) In the case of successful Bidder, if he fails within the specified time limit to sign the Agreement, and furnish required performance security.

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. SUBMISSION OF BIDS

- 15.1 The bidder shall furnish all documents as described in bid.

- 2) The tenders should be forwarded, IN DUPLICATE and addressed to the Chief Engineer (Distribution South), Kerala State Electricity Board Limited, Power House Building, Thiruvananthapuram in a sealed cover with the tender No. and name of the work duly superscribed thereon.
- 3) The tender should be in the form prescribed for each tender which can be downloaded from the website of Kerala State Electricity Board Limited www.kseb.in TENDERS WHICH ARE NOT IN THE PRESCRIBED FORM ARE LIABLE TO BE REJECTED. Tenderers may use their own Form of tender, but this printed form MUST also be signed and returned IN-TACT along with the tender. Tenders without this form completed and duly signed, will not be considered.
- 4) Every tender should be accompanied by bounden agreement (as per Section B) and the Earnest Money Deposit. **The earnest money should be furnished in separate sealed super scribed cover. The earnest money deposit cover will be opened first and if earnest money deposit particulars furnished therein are not acceptable, the tender will not be considered.**

Kerala Government Public Sector undertaking are exempted from furnishing EMD .

- 5) The rates quoted should be for the unit specified in the schedule attached and should be only in Indian currency. Quotations in any other currency will be liable to rejections. The column "Total" should also be correctly filled in.
- 6) Intending tenderers should send their tender so as to reach the Chief Engineer (Distribution South) , Power House Building, Thiruvannathapuram on or before the due date and time noted in the tender notice. No tender received after the date and time specified in the tender notice will be accepted on any account.
- 7) All forms shall be duly filled in and complete in all respects. In case the information or the reply is "NIL OR NOT APPLICABLE" etc., it should be mentioned accordingly
- 8) The firms should give details of similar nature of work completed over the recent years and details of present activities in the relevant columns of format.
- 9) The declaration by the bidders that they are not having any connection directly or indirectly, with the concerned Board Employees, should be filled in prescribed form attached

- 10) Legibly scanned copies of Certificates of current/ completed works of similar nature within the last 3 years preferably from KSEB and other Public utilities (duly attested) should be attached to the extent possible.
- 11) The questionnaire and formats may be used **without any modifications**.

16. LATE BIDS

- 16.1. Any Bid received by KSEB Ltd. after the deadline prescribed shall be rejected.

17. BID OPENING AND EVALUATION

17.1 EMD Scrutiny (Cover I):- The cover No .I containing EMD and Bounden Agreement as per sample Form will be opened first. In the absence of the same the bid will be summarily rejected.

17.2 Cover II:- All bidders who satisfy the bidding authority for the fulfillment of EMD conditions and bounden agreement as above will be considered eligible for the opening of price bid. The selection so made shall be final and no appeal shall lie against it. The Board reserves the right to disqualify any bidder without assigning any reason whatsoever. The price bids of qualified bidders alone will be opened and considered.

18. PROCESS TO BE CONFIDENTIAL

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.

19. CLARIFICATION OF BIDS

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 22 below.

20. CORRECTION OF ERRORS

- 20.1. 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.
- 20.2. 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 13.2 (b) above.

21. 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.

22. Criteria for Examination, Evaluation and Comparison of Bids

22.1 Examination of genuineness and responsiveness before selection of the bid for work, the Board will examine all bids for their genuineness and responsiveness. A genuine bid shall be one which contains.

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

A responsive bid :

- Shall be properly signed and dated.
- Shall contain required bid securities in the prescribed manner.
- Shall satisfy to the requirements of the terms and conditions as per the bid documents.
- Shall be provided with all clarifications or substantiation that the Board may require at any time before the award of contract. .
- Shall contain precisely the details and data required to be furnished under schedules.
- Shall be furnished with prescribed agreements executed, Proforma filled in and declarations signed.
- Shall conform to all the terms, conditions and specifications of the bid documents
- 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 selection.

22.2 Evaluation of Price Bid

For selecting the best eligible bid, the prime criterion is the lowest offer. Acceptance of the lowest tender rest with Kerala State Electricity Board Ltd., which is not bound to accept lowest or any tender,

23 Acceptance of Bid and Award of Contract

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

Sd/-
Chief Engineer (Distribution South)
Thiruvananthapuram

SECTION II

GENERAL CONDITIONS OF CONTRACT- Part 1

DEFINITIONS AND INTERPRETATIONS

- 'Accepted schedule' is the schedule of items of work containing the agreed rates on the basis of which the agreement is drawn for execution of the work.
- 'Agreed rates' shall mean the rates accepted and agreed both by the 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.
- 'Agreement Authority' shall mean the Officer authorized by Board to execute the agreement with the Contractor for executing the work/project.
- 'Bank' means Nationalized Bank or Scheduled Bank.

- The words, 'Bid' and 'Tender' shall have the same meaning anywhere in these documents.
- 'Bid Amount/ Bid Price' means the total bid amount indicated by the bidder in BOQ (Bill of Quantities) in price bid documents.
- 'Bid Security' or 'Earnest Money Deposit' shall have the same meaning.
- 'Bidder' shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization either single or Joint Venture from India or abroad bidding for the works and his/its executors or administrators or successor or assignees.
- The 'Board' shall mean 'The Kerala State Electricity Board Ltd' incorporated under the Indian Companies Act 1956.
- 'Chairman' shall mean the administrative head of Kerala State Electricity Board Ltd. appointed by the Government from time to time.
- 'Chief Engineer' shall mean the 'Chief Engineer, Distribution South, Thiruvananthapuram of the Kerala State Electricity Board 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 Chief Engineer may delegate powers to subordinate officers in respect of execution of work.
- 'Construction Plant' means all equipments, appliances or things of whatever nature required for the execution, completion and maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- 'Contract' shall mean and include the conditions of bid and contract agreed to, specifications, schedules, drawings, annexures, letter of application, accepted schedule of prices and the agreement to be entered into.
- 'Contract Agreement' shall mean the agreement entered into between the Contractor and the agreement authority.
- 'Contractor' shall mean the Bidder whose Bid has been accepted by or on behalf of the Board and shall include the contractor, legal personnel, representatives, successors and assignees.
- 'Contractor's Representative' means the person authorized 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 authorization.
- 'Contractor's Personnel' means the contractor's representative and all personnel whom the contractor authorizes and utilises at site who may include staff, labourer and all other employees and any personnel assisting the contractor in the execution of work.
- 'Defect' shall mean any part of the work not completed or not performing in accordance with contract or specifications.
- 'Defects liability period' shall mean the maximum period specified by the 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 6 months from the date of completion of work. The contractor shall guarantee for the Satisfactory performance of the work and its components during this period.

- 'Drawing' shall mean collectively all the drawings, revisions and additions / modifications as per the contract issued from time to time and drawings submitted by the Contractor and accepted by the Engineer-in-charge.
- 'Financial year' shall mean a year beginning on first April and ending 31st March in the succeeding year.
- 'Government' shall mean 'The Government of Kerala'.
- 'I.S.S' means the Indian Standard Specifications of the Bureau of Indian Standards.
- 'Labourer' shall mean all categories of labour engaged by the contractor, his sub contractors in connection with the execution of the work covered by these specifications. All these labourers shall be deemed to be employed primarily by the Contractor even though the 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.
- 'Letter of acceptance' shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.
- 'Application form' shall mean the document entitled letter of the bid which was furnished by the bidder and includes the signed bid documents in full.
- 'Month' or 'calendar month' shall mean not only the period from the first of a particular month, but also, any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- Obligations of Board are only those obligations, which have been specifically agreed to in the agreement.
- 'Part Bill' is any bill preferred during the course of work before the final bill.
- 'Performance Certificate' shall mean the certificate issued by the Engineer-in charge on the performance of the obligations of contractor under the contract, when completed and this constitutes the acceptance of the work in 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.
- 'Performance security' shall mean the security to be remitted by the Contractor for the satisfactory performance of the contract and it shall be an amount equal to 5% of the total agreed Probable Amount of Contract.
- 'Period of contract' shall mean the period covered from the date of issue of letter of acceptance to the date of satisfactory completion of the work including duly sanctioned extensions and the specified defects liability period.
- 'Permanent Works' means the works to be executed and completed by the contractor under the contract.

- The word 'Rupee (Rs.)' means Indian Rupee only.
- 'Schedules' mean the documents completed and submitted by the contractor with the bid and as included in the contract, which include the quantities, rates, general specifications, unit and technical particulars.
- 'Site' shall mean and include the lands and buildings in which the works are to be executed in accordance with the contract.
- 'Specification' shall mean collectively, all the terms and stipulations contained in the bid, contract agreement and any additions/modifications in accordance with the contract, technical provisions as per relevant BIS Codes and /or National Building Code and those specifically mentioned in construction drawings and its modifications and revisions which specifies the work wherever applicable or written directions of Engineer-in-charge.
- 'Sub Contractor' shall mean any person named in the bid and agreement for any part of the work and the legal representatives, successors and assignees of such persons.
- 'Temporary works' are such works of any kind designed, constructed and installed by the contractor on site which are needed for the execution and completion of the works contemplated in the contract and for the remedy of any defects notified to the contractor, for which the contractor is not entitled for any payment.
- Tender/Bid shall have the same meaning and includes all the documents which the bidder submitted with the letter of application as stipulated by the Board and will be included in the contract agreement.
- 'Tendering authority/bidding authority' shall mean the authorized officer of Board who invites the bid and issues the bid documents on behalf of Board.
- '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.
- '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.
- 'The title of clauses' shall not limit, alter or affect the meaning of the specifications or conditions of bid documents.
- 'Words' imparting the singular number shall include the plural number and plural the singular and the words imparting the masculine gender shall include the feminine and the neutral gender where the context so requires. Words have their normal meaning under the language of the contract unless specifically defined.
- 'Work' means what the contract requires the contractor to construct, furnish, supply, provide services for, install, complete, maintain, test, commission and hand over to the Board. Chief Engineer means the head of ARU (Account Rendering Unit) of Distribution South, Thiruvananthapuram on behalf of KSEB Ltd.

GENERAL CONDITIONS OF CONTRACT- Part 2

1 GENERAL

1.1. Execution of Agreement Within **15days** 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 security as per clause 1.5.1 below, sign and execute the contract agreement in the prescribed format with the agreement authority. The agreement shall be executed in Kerala Government Stamp Paper worth Rs.200/-(Rupees Two hundred only) or 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. 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.

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

1.3. Language of contract The language of contract shall be 'English'.

1.4. Law & jurisdiction of contract.

Any suit or legal proceedings arising out of this contract shall be governed by the laws of Union of India and State of Kerala . The courts situated at the place where the head quarters of the Board situated namely Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract

1.5 Amount of contract

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

1.6.1 Performance security (Security Deposit)

Performance security shall be **5% of the accepted contract price** rounded off to the higher multiple of Rs.100. The amount thus worked out will be informed to the successful bidder vide letter of acceptance. The performance security shall be in the form of DD issued by a Bank drawn in favour of the Chief Engineer Distribution South, Power House Building, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee in the format prescribed format .No interest shall be paid by Board at any stage of contract on performance security.

1.6.2 Release of security

The performance security will be released by the Board only after the expiry of the period of contract .The contractor shall renew and keep alive all the bank guarantees furnished by him in respect of performance security up to 30 days more after the expiry of period of contract.

1.7 Commencement and completion

The work shall be commenced within 7 days from the date of issue of letter of acceptance/work order. However, the period of completion of work will be reckoned from **7 days** after the date of issue of work order and time of completion will be worked out accordingly. **The work shall be executed in coordination with the Executive Engineers of TMR Division, Pallom & Thirumala.** All the works stipulated under the scope of this contract shall be completed in all respects, services provided 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.

1.8 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, 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.

1.9 Suspension of work

The contractor shall not suspend the work without the written consent of the Engineer -in -charge. In the event of suspension, of the work on contractor's own accord without written permission, the 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.

1.10. 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 contractor shall carry out all works required for each item in the price schedule as per the specifications in the contract agreement and meet the cost of all expendable items and other charges including incidentals and overheads for completing the works given in the schedule and the cost of design and drawings, if any which he may have to make in carrying out the works.

2. PAYMENTS

- 25% payment along with the award of the work of consultancy for NABL accreditation.
- 25% payment after documentation
- 25% payment after NABL I stage auditing.
- 25% payment after successful completion of the NABL II stage audit.

All bank charges in connection with effecting the payments will be to the contractor's account. Final decision regarding payment terms rests with the Board.

Paying authority will be the Deputy Chief Engineer, Electrical Circle Kotayam for TMR Division, Pallom and the Deputy Chief Engineer, Electrical Circle Thiruvananthapuram for TMR Division Thirumala.

Invoice in quadruplicate with your GST registration ID should be drawn and forwarded to the respective paying officers as mentioned above. Separate Invoices should be sent for services for TMR Division Pallom and Thirumala respectively. In all correspondences and invoices relating to this order, the number and date of the work should be clearly quoted. Provisional Id of KSEBL shall be mentioned in the invoice. Provisional Id of KSEBL is "32AAECK2277NBZ1".

3. Taxes

GST quoted by the firm will be reimbursed after obtaining an undertaking from the supplier in Kerala Government Stamp paper worth Rs.200/- in the following format. In case of the quantum of tax below RS.10,000/- the undertaking in the letterhead of contractors shall be accepted.

Work order no 017-18/.....dated...../...../2017,
M/s..... (Name of firm).....
hereby agreed that if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the firm shall indemnify the Kerala State Electricity Board Limited from such liabilities and supplier will be liable for the additions, loss or cost on account of such discrepancies / dispute.

4. 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.

5. WORK

5.1 Commencement of work

The contractor shall commence the work on or before seven (7) days from the date of issue of work order. **The work shall be executed in coordination with the Executive Engineers of TMR Division, Pallom and Thirumala.**

5.2 Period of completion

The period of completion of work shall be 12 months reckoned from the official date of commencement which is 7 days after the date of work order.

5.3 Completion of work

The work shall be treated as completed only when the Engineer-in charge issues certificate of completion. In this certificate the Engineer-in-charge will mention the actual date of completion of work. In case of foreclosure of work vide clause 5.12 below or on termination vide clause 5.8, 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, the Board will complete the works and the amount incurred for the same will be realized from the Contractor from any amount due to him from this Work or any other work in the Board or his assets in appropriate proceedings.

5.4 Programme and progress

Within fifteen days from date work order and before executing agreement the contractor shall submit **to EE, TMR Divisions, Thirumala and Pallom** for approval a programme showing the general method of arrangements, order and timing for all activities in the scope of work and the contractor shall carry out work in accordance with the approved programme and complete them by all respects to the full satisfaction of the Board.

5.5 Progress report

Monthly Progress reports shall be prepared by the contractor and submitted to the Engineer-in-charge. The above reporting shall be continued from the commencement of works and until the contractor has completed all works

5.6 Liquidated damages

The commencement and completion period as per the agreement shall be strictly observed by the contractor who shall pay damages at the rate of one percent (1%) as penalty on the value of the contract for every month of delay subject to a maximum of 10% contract value.

5.7 Force majeure

You will not be liable for any liquidated damages for such delay due to force majeure conditions such as acts of GOD, acts of public enemy, acts of Government, fire, floods epidemics, guarantee restrictions, riots, civil commotion and freight embargo, provided that you notify (within 10 days from the beginning of such delay due to force majeure conditions) with valid proof for force majeure conditions. The Board will verify the facts on merit and grant suitable extension of delivery period, if facts justify.

In case the Board is not able to discharge its obligations from time to time in respect of the contract due to reasons beyond the control of the Board, the contractor is not eligible for any compensation.

5.8. Termination

If the contractor fails to complete the work in the stipulated time or fails to perform any of the obligations of the contract or does not cure its failure within a period allowed by the Chief Engineer after the receipt of the default notice from Chief Engineer the contract will be terminated after forfeiting the Security Deposit.

5.9 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 as per standard approved rate of KSEBL if available or based on prevailing market rate .
 - iii) The extra items will be paid only after executing supplemental agreements.

5.10 Re-assignment

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

5.11 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 fulfillment 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.

5.12 Fore closure

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 demobilize 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 utilized 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.

5.13 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.

5.14 Supervision

- . 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.

5.15 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. 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, organizing, 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. 5.12 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. 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.

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 Notices, instructions and correspondences

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.

Sd/-

**Chief Engineer
Distribution (South)**

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS:

1. Submission of bid

The tenders should be forwarded, IN DUPLICATE and addressed to the Chief Engineer (Distribution South), Kerala State Electricity Board Limited, Power House Building, Thiruvananthapuram 695036 in a sealed cover with the tender No. and name of the work duly superscribed thereon.

2. Bid Prices.

The Bidder shall quote the rate for the subject work in the specified column of the Price schedule. Rates quoted shall be all inclusive ones, covering all the operations contemplated in the specification and tender schedule. The quantities noted in the tender are only approximate and rates quoted shall hold good for any quantity in during actual execution. The rates quoted by the tenderer should be inclusive of GST or any other taxes, or statutory deductions applicable and payable by him to the concerned authorities.

3. Declaration

Those who are related to any officer of the Board who is in charge of or having control of the work are not eligible for tendering. Relationship in the case will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, mother-in-law, brother-in-law and first cousin of the officers concerned.

4. Acceptance of the Tender

Acceptance of the tender rests with the Kerala State Electricity Board, which is not bound to accept the lowest or any tender. The Board will not be responsible for any expenses or losses that may be incurred by the tenderer in the preparation of the tender.

5. Alterations No alterations shall be made in the tender form of schedules or the specifications annexed hereto except to the extent filling in the tender forms and schedules.

6. Earnest Money Deposit

EVERY TENDER SHOULD BE ACCOMPANIED BY AN EARNEST MONEY OF 2.5 PERCENT OF P.A.C (Probable amount of Contract). The Earnest Money may be furnished in Cash or bank drafts or Demand Draft shall be drawn in favoring of the Chief Engineer

(Distribution South), KSEBL, Thiruvananthapuram, Payable at Thiruvananthapuram. TENDERS NOT ACCOMPANIED BY SUFFICIENT EARNEST MONEY WILL BE REJECTED.

8. Agreement

The successful tenderer shall, within 15 (fifteen) days from the date of issue of acceptance, enter in to agreement in Stamp paper worth Rs.200/- in the prescribed format in General Condition of contract, with the Board for the proper and satisfactory execution of contract, after furnishing necessary performance security in DD or Bank Guarantee from a Nationalised Bank/Schedule bank as stated Clause 10 below.

9. Construction Progress

The work covered by this contract must be fully completed within the time limit specified in this tender. To achieve the required progress the contractor will have to draw out an advance programme in consultation with the departmental officers and strictly adhere to it. Failure to keep up to the above programme shall be considered as negligence in the execution of the contract.

10. Performance security (Security Deposit)

The successful tenderer shall before he enters in to an agreement in writing deposit a sum **@5% of contract price** rounded off to the higher multiple of Rs.100 as Performance security (Security deposit) towards satisfactory fulfillment of the contract. The performance security shall be in the form of DD issued by Nationalised Bank/Scheduled Bank, in favour of the Chief Engineer, Distribution South, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee issued by Nationalised Bank/Scheduled Bank except Indus Ind Bank in the format prescribed format

11. Failure of fulfill the contract

In case the successful tenderer fails to fulfill the contract in full, all or any of the work not carried out may, at the discretion of Board, be arranged by means of another tender/quotation or by negotiation, or with the next higher tenderer who had offered to carry out the work already and the loss, if any, caused to the Board towards damages etc. be recovered from the defaulting tenderer. Even in case where no alternative work is arranged for the work not carried out, the incomplete fulfillment of the contract will result in forfeiture of the Performance security and other money withheld from the contractor for this recoveries of losses of any sustained by the Board due to the above.

12. Alteration by omission.

It shall be definitely understood that the Board does not accept any responsibilities for the correctness or completeness of the schedule, rate, etc that the schedule and rate are liable to alteration by omissions, deductions or additions at the discretion of the departmental officer or as set forth in the conditions of contract.

14. Jurisdiction of Contract

The courts situated at the place where the head quarters of the Board situated namely Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

15. Completeness of contract

Any items/work which may not have been specifically mentioned in the scope which are necessary and essential for the proper fulfillment of the contract shall be deemed to be included in this contract and shall be provided by the contractor without any extra charge.

16. Completion period.

The period of completion of work shall be 12 MONTHS reckoned from the official date of commencement which is 7 days after the date of issue of work order

Sd/-

**Chief Engineer
Distribution (South)**

Detailed scope of work of providing common consultancy services for NABL Accreditation of Meter Testing Laboratory at TMR Division Pallom and TMR Thirumala.

Sl.No	Particulars
	<p><u>Consultancy</u></p> <p>Consultancy services (Technical and Management) for NABL accreditation to meter testing laboratory at TMR Pallom and Thirumala within a period of twelve months which includes pre assessment, formal and informal technical guidance, training, preparation of all manuals, standard operating procedures (SOPs) and documents required for accreditation as per NABL requirements, read with IS / ISO/ IEC 17025-2005, internal audits, assisting at the time of NABL audit.</p>
	<p>Scope of work:</p> <ol style="list-style-type: none"> a) Pre assessment of the present testing system and make a detailed evaluation and identify the pre requirements for NABL accreditations. b) Providing laboratory management training in 3 sessions in line with NABL requirements. c) Preparing manuals, documents, registers etc in line with NABL requirements. d) Providing guidance for lab layouts, placement of equipments, environments etc. e) Developing work instructions, specifications, guidelines, quality plans and charts and forms. f) Preparing reports, registers etc at the monitoring area. g) Preparations of NABL applications and annexure. h) Perform internal audits as per IS/ISO/IEC 17025 2005 and NABL and other technical standards. i) Identification of corrective and preventive actions. j) Provide support for collecting required data and information for management review specific to IS/ISO/IEC 17025 2005 standard. k) Correction of documents as recommended in the adequacy audit report. l) Applicable measurement uncertainty values if required for all parameters as per scope. m) Assisting during NABL audits. <p>The items vide (a) to (m) is applicable for obtaining NABL accreditation for the following items.</p> <ol style="list-style-type: none"> 1. Energy meters of class 1 & 2 as per IS 13779 <ol style="list-style-type: none"> i. Starting condition. ii. No load condition. iii. Limits of error iv. Repeatability of error. 2. Energy meters of class 0.2S & 0.5S as per IS 14697 <ol style="list-style-type: none"> i. Starting conditions. ii. No load condition. iii. Limits of error iv. Repeatability of error.

Chief Engineer (Distribution South)

Schedule of Price of work of providing consultancy services for NABL Accreditation of Meter Testing Laboratory at TMR Divisions Pallom and TMR Thirumala

Sl. No	Particulars	Unit	Quantity	Unit rate (Rs)	GST	All inclusive rate (Rs)	Total amount (Rs)
1	<u>Consultancy</u> (Technical and Management) for NABL accreditation to meter testing laboratory at TMR Pallom and Thirumala within a period of twelve months which includes pre assessment, formal and informal technical guidance, training, preparation of all manuals, standard operating procedures (SOPs) and documents required for accreditation as per NABL requirements, read with IS / ISO/ IEC 17025-2005, internal audits, assisting at the time of NABL audit and as described in the detailed scope of the work	Each	2				

Signature of Tenderer with name & Address

Section VI
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
C	Bid Questionnaire
D	Declaration by tenderer
E	Declaration for deviation
F	Nomination
G	Form of contract agreement
H	Form of Bank Guarantee in lieu of Security deposit

SAMPLE FORM - A

Bounden Agreement to accompany the bid

(To be executed on a Rs.200/- non-judicial Kerala Stamp Paper) Articles of agreement executed on this the day of two thousand between the Kerala State Electricity Board Ltd acting through Chief Engineer, (Distribution South), , Thiruvananthapuram.. ..(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. dated ... 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 10 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 ar 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. (Designation) (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/- Kerala stamp paper to be submitted online in cover I. Original document shall submit as per clause 20.1 section 2 of Volume.

Sl No	Questions	Replies by the Firm/Contractor.
1	Name of Firm/Contractor/Company	
2	Nationality of Firm/Contractor	
3	Head office Address	
4	Telephone, Telex/Fax, E-mail	
5	Residential Address	
6	Branch offices and Addresses	
7	Type of organization Individual Partnership Incorporated company	
8	Established Year and where	
9	<p>a. Whether the firm is a Member of a group of Companies (if yes, give Name, address, connections and descriptions of the other companies)</p> <p>b. Subsidiary of a large organization</p>	
10	Are you registered with any other Government Department/Public sector undertaking	
11	(If yes, give details)	
12	Has your firm worked As a Joint venture Prime contractor	
13	Have you executed similar works (if yes, please furnish details)	
14	How many years of experience in the execution of above type of works	
15	Have you ever failed to complete any work awarded to you (if so, when, where and why)	
16	Have you ever been imposed of any penalties for delay	

17	Have you ever been denied tendering facility by any Government Department/Public sector Undertaking (Give details)	
18	Have you ever been debarred from tendering in any Government Department/Public sector Undertaking	
19	How many years have your organization been working	
20	Has your company ever been declared bankrupt (if yes, please give details	
21	What is the maximum value of work that you have handled so far.	
22	Details of completed works by your firm in time during last 3 years	
23	Name and address of Joint ventures (If any)	
24	Number of experienced labour (Only number requires)	
25	Whether Board's payment, penalty, time schedule condition is acceptable.	

Place :

Date :

Signature

Name and address of bidder:

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/security deposit paid by me will be forfeited and the contract entered will stand cancelled. It is understood that the relationship with the Board's servant referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and First Cousins of the Officer concerned.

Place:
Date:
Signature
Name and
address of bidder

SAMPLE FORM - E

NOMINATION

I.....do hereby nominate and authorize
Sri/Smt.....Son/daughter of Sri/Smt.....
aged..... years of..... house.....Village

.....Taluk.....District residing at
.....to receive all or any sums found due to me
under the terms of the contract (Agreement No. and details of contract)
..... in the event of
my death before the amount has become payable or having become payable but has not
been paid.

SAMPLE FORM - F
Declaration for deviation

Technical and Commercial Deviation

I/We hereby certify that all technical and commercial deviations are clearly brought out and quantified in the specified schedule and that no additional deviation is applicable for the subject tender. The information furnished by me/us is a true statement of facts.

Place:

Date:

SIGNATURE OF BIDDER

(WITH SEAL)

SAMPLE FORM - G
FORM OF AGREEMENT (IN KERALA STAMP PAPER)

Article of Agreement No.....made the.....
....Day of.....200... between Shri.....
.....
....

..... (here enter name, designation and address of agreement authority) acting for an on behalf of the Kerala State Electricity Board(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 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 forwork as per specifications, drawings and conditions mentioned herein after and appended to this. AND WHEREAS Board has been pleased to accept the bid forwithout any modification/with the modifications incorporated as annexure. AND WHEREAS the Contractor has furnished Performance guarantee/ Bank Guarantee NoDated.....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 percentage rate / rates mentioned therein.

ARTICLE III-COMMENCEMENT AND COMPLETION

The date of commencement of work under this contract shall be 7 days from the date of issue of work order 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 - General conditions of contract, special conditions of contract (b)–Technical specifications/scope I(c).–Price bid II. Corrections and amendments to the specifications and conditions of contract included in the above 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 percentage 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 under let 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 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 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 RETENTION/BANK GUARANTEE:

The Performance Guarantee and Retention/Bank Guarantee furnished by the Contractor will be released only after 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.
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.