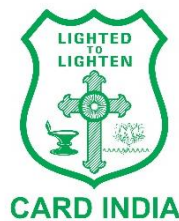


# ICAR-KRISHI VIGYAN KENDRA

(Farm Science Centre, ICAR, Govt. of India)  
CARD, PATHANAMTHITTA DISTRICT



**TENDER DOCUMENT**

**TENDER Form & SCHEDULE OF WORKS**

For  
**ELECTRIFICATION (EXTENDED PLANT AREA) OF JACKFRUIT  
PROCESSING HUB OF STATE RESOURCE CENTER FOR JACKFRUIT**  
at  
**ICAR- KRISHI VIGYAN KENDRA, PATHANAMTHITTA DISTRICT**

**LAST DATE OF TENDER SUBMISSION: 20.12.2022, 2pm**  
**(At ICAR-KVK office)**

**SENIOR SCIENTIST AND HEAD**  
**ICAR- KRISHI VIGYAN KENDRA**  
**CARD, KOLABHAGOM P.O.**  
**THADIYOOR, TIRUVALLA – 689545**  
**Ph: 0469-2662094**

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## ICAR-KRISHI VIGYAN KENDRA (CARD) PATHANAMTHITTA, DISTRICT

### 1. TENDER NOTICE

Competitive sealed tenders are invited by the undersigned from electrical contractors with A/ B class electrical license.

Tender No	:	1/2022
Name of Work	:	Electrification (extended plant area) of jackfruit processing hub of State Resource Center for Jackfruit
Location	:	At ICAR-Krishi Vigyan Kendra KVK (CARD) Campus, Kolabhagom P.O, Thadiyoor , Thiruvalla - 689 545
Probable Amount of contract	:	Rs.10,00,000/-
Earnest Money Deposit	:	Rs.20,000/-
Date of issue of tender form	:	01.12.2022
Cost of tender form	:	Rs. 1000 + GST@18% (Nonrefundable)
Last date and time of receipt of tender	:	20.12.2022, 2pm (at ICAR - KVK office) in case of holiday, on next working day
Date and time of opening tender	:	3.00 p.m. on 20.12.2022 in case of holiday on next working day
Period of completion of work	:	45 days from issue of work order

All other details and Tender Form can be obtained from the office of the Senior Scientist and Head, ICAR-Krishi Vigyan Kendra, CARD, Kolabhagom P.O., Thadiyoor, Tiruvalla on all working days till the last date and time noted above. EMD shall be in the form of Demand Draft/Bankers Cheque drawn in favour of Senior Scientist and Head, ICAR-KVK, CARD, Pathanamthitta District.

The undersigned reserves the rights to reject any or all tenders without assigning any reasons.

**SENIOR SCIENTIST AND HEAD**

Date : 01.12.2022

## **2.0 GENERAL CONDITIONS OF CONTRACT**

### **2.01 SCOPE**

This is an electrical work contract for electrification of the State Resource Center for Jackfruit, comprising of its Jackfruit processing hub, Quality testing lab, Interface room and related areas of ICAR-Krishi Vigyan Kendra , Pathanamthitta

### **2.02 DEFINITION OF TERMS**

- a. The “Employer” shall mean Senior Scientist and Head, ICAR-KVK, CARD. It shall also mean Employer’s representative, authorized or appointed by him to function on his behalf.
- b. The “Consultant Engineer” shall mean the Engineer hired by the Employer who shall act on behalf of the Employer. He is empowered to issue instructions as he may think fit to the Contractor within the scope of this contract for its proper fulfillment.
- c. The “Contractor” shall mean the tenderer whose tender has been accepted by the Employer and shall include the contractor’s legal representatives, successors and assignees.
- d. The “Sub Contractor” or “Piece Work Contractor” shall only the person named in the contract for part of the work or any person to whom any part of the contract has been sub let by the Contractor with the consent in writing of the Employer and the legal representatives, successors and assignees of such persons.
- e. “The site” shall mean and include the lands and buildings over, under, upon and in which the works are to be executed in accordance with the contract.
- f. The “Specification” shall mean collectively all the terms and stipulations contained herein including the general conditions, other conditions of contract, technical provisions, Bill of Quantities, and annexure if any
- g. “Variation” shall mean “Alterations, additions, amendments, omissions, suspensions or any variation of the work from those particularly specified in these documents and described in the ‘Bill of quantities’
- h. A “Month” or “Calendar month” shall, mean not only the period from the 1st of the 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.
- i. “Workmen” shall mean any labourer directly or indirectly engaged in this contract work and includes workmen of Sub Contractors, petty contractors, material supply contractors, loading and unloading labourers, whether engaged on L.S. basis, daily basis, monthly basis or otherwise.
- j. “The contract agreement” shall mean and include the General Conditions, other conditions of contract agreed to, specifications, Schedules, Drawings, Annexure, the Tender, accepted schedule of prices and the Agreement to be entered into.
- k. The “Drawings” shall mean, collectively all the accompanying general drawings and revisions of drawings which may be issued by the Consultant Engineer from time to time.
- l. “Writing” shall mean any communication on paper and includes printed statement, typewritten or manuscript, under or over signature, or seal as the case may be.
- m. “Labourer” shall mean all categories of labour engaged by the Contractor, his sub-contractor and his piece work contractors for work in connection with the

execution of the work covered by these specifications. All these labourers shall be deemed to be employed by the Contractor only.

- n. The 'Tenderer' shall mean the person, firm or corporation tendering for the works in this contract and his/its executors or administrators or successors assignees.
- o. 'Time of completion' shall mean the period within which the work under this contract is required to be completed" in accordance with the specifications drawings, etc. This does not cover Defects Liability period.
- p. 'Employer's obligations" are those obligations which have been specifically agreed to in the agreement.
- q. "Expected risks" are risks due to acts of God, any acts of Government over which the Contractor has no control and accepted as such by the Employer.
- r. "Works committee" refers to the committee constituted by the Employer, for the overall supervision of the contract work.

### **2.03 ELECTRICAL LICENSE**

The Electrical work shall be carried out either by the contractor having valid Electrical contractor license issued by the Government of Kerala or any other State Electricity Boards (or) Engage agency/person having valid electrical contractor license issued by the Government of Kerala any other State for carrying out the installation work of the voltage class involved. Attested copy of the Electrical License shall be submitted to Employer or his authorized representative before commencement of Electrical work.

### **2.04 DELEGATION OF POWERS**

The contractor shall contact the Employer or Consultant Engineer for the regular and proper instructions. The Consultant Engineer has been empowered to recommend to the Committee about Contractual and technical matters such as, to determine the quality of materials/works, take measurements and issue necessary instructions and orders. Works Committee will finally take the decision.

### **2.05 FINANCIAL STABILITY OF CONTRACTOR**

The Contractor has to establish his financial stability to the satisfaction of the Employer before executing agreement. If during execution of the work, the Employer is satisfied that the Contractor has not sufficient financial resources to proceed with the work, the Employer has the right to terminate the contract. In such a case, the provisions under clause 2.32 'Termination of Contract' shall apply.

### **2.06 COMMENCEMENT AND COMPLETION OF WORK**

The work shall commence within 15 days of award of contract and issue of work order. In any case, the date of commencement shall be reckoned from this date. The period of completion of works shall be 45 days from the date of award of contract. The contractor shall sign the agreement within 10 days of issue of work order.

### **2.07 RETENTION MONEY**

From each bill of the Contractor subject to any adjustment required for retention moneys recovered earlier, 10% of the gross amount of the bill shall be deducted towards retention money to a total value of the contract value. Such Retention money along with the Security already furnished, shall form the Security deposit for the proper performance of the contract. Total amount of such security deposit will not be more than 5% of the contract value. All compensation or other sums

of money payable by the contractor under the terms of the contract may be deducted from this security deposit and from any interest arising therefore.

#### **2.08 RELEASE OF SECURITY DEPOSIT AND RETENTION MONEY**

Security deposit as defined in 2.07, shall be released after the completion Defects Liability period of the work as recommended by the works committee

#### **2.09 RECRUITMENT OF LABOUR AND RATES OF WAGES.**

No labourer below the age of 18 years shall be employed on the work. Fair wages, not less than minimum wages that may be fixed from time to time in accordance with the Law of Act or Rules applicable to the area, shall be paid by the contractor to all labourers including sub-contractors and piece-work contractors' labourers. The wage rates shall be prominently displayed in the labour camp and important work-sites in Malayalam and English scripts. Payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by the Labour Regulations. Proper identity cards and acquaintance records for such payments shall be maintained and made available for inspection at any time.

The Contractor must assume all responsibility for the payment of wages and other benefits to his labourers and employees from time to time, whether minimum wages have been notified or not.

#### **2.10 LABOUR RULES**

The Contractor shall be bound by the provisions of Contract Labour (Registration & Abolition) Act 1970 and the Rules framed there under. He shall get himself registered under the Act at the appropriate time. The Contractor shall implement the provisions of this Act scrupulously.

The Contractor shall also be bound by the Contract Labour Regulations in respect of Wages, Payment of wages, Fixation of wage period, Registers to be maintained by the Contractor, Display of notice regarding wages, fines and deductions, maintenance of registers, submission of returns etc.

#### **2.11 SAFETY CODE**

The Contractor is bound to follow the Indian Electricity Rules, 1956, as amended up to date, particularly the various clauses included in Appendix C and shall strictly follow the detailed instructions on safety procedures given in B.I.S code no 5216:1982 "Code of Safety Procedures and Practices in Electrical Works". All safety rules and regulations introduced from time to time by appropriate authorities shall also be followed at no extra cost.

#### **2.12 CARE OF BUILDINGS**

Care shall be taken by contractor to avoid damage to the building during the execution of his part of work. He shall be responsible for repairing all damages and restoring the same to the original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of his work in the site

#### **2.13 MANAGEMENT OF WORKS**

It is Contractor's responsibility to manage, including planning, organizing and execution labour and the entire works to produce the results as contemplated herewith. While the Employer may also render assistance in these areas, it does not take away contractor's responsibility at large. In case, the Contractor is not able to manage the work properly as adjudged by the Employer, It shall be competent to the Employer to terminate the contract at his risk and cost.

## 2.14 **LAW AND ORDER**

The maintenance of “Law and order” is wholly to be looked after by the Contractor. It is the Contractor’s responsibility to maintain good relation with the labour and others, and to maintain discipline of labour at site. Any problem on maintenance of Law and order has to be dealt with directly by the Contractor. The Contractor shall however keep the Employer informed of all developments. Dispute with the labourers shall be resolved by the Contractor without loss of time. If it can not be resolved in reasonable time, it shall be referred to the Labour Dept. for conciliation. Decision taken by the Labour Dept. shall be binding on the Contractor. Any extra cost involved as a result of conciliation settlement shall be borne by the Contractor. The Employer’s obligation is limited to issue of any required formal letters to concerned authorities.

## 2.15 **REMOVAL OF CONTRACTOR’S EMPLOYEE OR WORKMAN.**

The Contractor shall at the instance of the Employer remove from the work, any workman or employee in his service, who may be objected to, for any cause.

## 2.16 **POWER TO ADD VARY OR OMIT WORK**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to VARIATION), under the contract as shown by the contract drawings or the specifications shall be made by the Contractor himself.

During the execution of works, the Employer has powers to order variations and instruct the Contractor, and the Contractor is bound to carry out such variations.

An item shall be dealt with as an extra item when it is not expressly provided for in the Bill of quantities or various in detail or location to any extent from an item therein and is authorised in writing by the Employer / Works Committee.

The rate for an authorised extra item will be determined on the following principles.-

i) When there is an identical item in the Bill of quantities, the same rate shall apply.

ii) When there is more than one identical item with different rates, the lowest rate shall apply.

iii) The employer’s decision regarding classification of extra item, determination of rate and the rate itself, shall be final.

## 2.17 **DEATH, BANKRUPTCY etc.**

If the Contractor dies or commits an act of bankruptcy; the executors, successors or other representatives – in- law of the estate of the Contractor or any person, in whom to contract may become vested, shall forthwith, give notice thereof, in writing to the Employer and shall, for one month, during which time, he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the contract, subject to his providing such guarantees as may be required by the Employer not exceeding the value of the work remaining unexecuted. In the event of the stoppage of the works, the period of the option under this clauses, shall be only fourteen days. Should the above option not be exercised, the contract may be terminated by the

Employer, by notice, in writing to the Contractor; and the same power and provisions, reserved to the Employer, in clause 2.32 “Termination of contract” shall immediately become operative.

## **2.18 INSPECTION**

- a. The Employer and Consultant Engineer have the right to regularly inspect, examine and test all materials and workmanship during its execution. He has also the right to reject defective materials and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper materials without charge. The Contractor shall promptly segregate and remove the rejected materials from the site. If the Contractor fails, the Employer may proceed to rectify or replace such and charge the cost thereof to the Contractor. Besides, the Employer has the right to terminate the contract. In such a case, the provisions under clause 2.32“Termination of Contract” shall apply.
- b. The Contractor shall furnish promptly all reasonable facilities labour and materials necessary for the safe and convenient inspection and tests that may be required by the Employer. All inspection and tests by the Employer shall be performed in such a manner as not to unnecessarily delay the work.
- c. The Contractor shall provide all assistance to the Employer for conducting inspections and no additional compensation will be paid to the Contractor for required assistance in conducting inspections or for loss of time on account of such necessary suspension of work or otherwise, on account of requirement of this paragraph.
- d. Before final acceptance of the entire work, should it be considered necessary to make an examination of work already completed by removing or tearing out the same, the Contractor shall furnish all necessary facilities. If such work is found not conforming to the specifications, the materials/works shall be replaced, with all the related materials/works, also made good, if necessary, at the contractor’s cost.

## **2.19 ENGAGEMENT OF WORKMEN BY CONTRACTOR**

- a. On signing the agreement, the Contractor should forward a list of workmen proposed to be engaged every day, with their names and full addresses. The Contractor should maintain a true and complete muster roll of the workmen showing the details of wages and allowances paid to each workman. He should maintain all documents as required by Contract Labour (Regulation and Abolition) Act 1970.
- b. In the event of an accident, the Contractor should immediately report (in writing) the matter to the Employer, and Labour Commissioner. If the accident is a fatal one, the Commissioner for Workmen’s Compensation should be intimated the details of the accident, stating whether he accepts or disclaims the liability. In any event, the Employer will have the right of with-holding an amount equal to the probable amount of compensation and pay to the injured workman or remit to the Commissioner for workmen’s Compensation.
- c. The Employer has the right to deduct from the moneys due to the Contractor any sum (estimated to be) required for making good the loss suffered by a worker on any reasons of non-fulfillment by the Contractor of the conditions of the contract, non-payment of wages or unjustifiable deductions made him or non-observance of the Regulations, or his failure to fulfill obligations to a worker.
- d. The Contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid, without prejudice to the right to claim, indemnity from his sub-contractors,



- e. The regulations aforesaid shall be deemed to be a part of the contract. The Employer may treat any breach thereof, as a breach of this contract.

## **2.20 CONTRACTOR'S REPRESENTATIVES AND SUPERVISION**

The Contractor shall employ at least one competent representative to supervise the execution of the work. He shall effectively manage the contract wholly, being empowered to take decisions himself, deal with any situation arising out of the contract, and to enter into understanding with the Employer. The said representative shall be available full time at the employer may give to the said representative of the Contractor, Shall be deemed to have been given to the Contractor.

The Employer shall be at liberty to object to any representative or person employed by the Contractor in the execution of the works, who shall misconduct himself, be incompetent or negligent, and the Contractor shall remove the person so objected to, and provide a competent hand.

The Contractor shall intimate the Employer in writing the names and identity of technical personal proposed to be engaged on the work.

The Contractor shall furnish full details of the staff he proposes to employ in the form in schedule.

## **2.21 TIME AND EXTENSION FOR DELAY**

The execution of the work shall commence from the 15<sup>th</sup> day after the date of award of the contract. If the contractor commits default in commencing the work as aforesaid, the employer shall without prejudice to any other right or remedy is at liberty to forfeit the Earnest money/ security deposit absolutely.

Within two weeks after the contract is executed, the Employers (committee) and contractor shall agree upon a time and progress chart, prepared in direct relation to the time of completion stated in the contract. This programme shall be strictly followed by the Contractor. If the works are delayed due to excepted risks or for valid reasons beyond the control of the contractor and accepted by the Employer as such, the Contractor shall give notice to the Employer in writing within seven days of the event and request for an extension solely due to the delay caused by that event. The Consultant Engineer may if he considers it reasonable recommend an extension of time and Employer will take suitable decision.

## **2.22 COMPENSATION FOR DELAY**

If the Contractor fails to complete the works and clear the site on or before the contract or extended date (s) period (s) of completion, he shall, without prejudice to any other right or remedy of the employer on account of such breach, pay as agreed compensation, on account calculated as stipulated below. For this purpose the term 'Contract value' shall be the value at Contract rates of the work as ordered including the estimated value of all deviations ordered;

Completion period (as originally stipulated @ ½% per week or as extended) exceeding 2 months and not exceeding 6 months .

Provided always that, the total amount of compensation for delay to be paid by the contractor under this condition shall not exceed the above noted percentage of the contract value.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the employer.

**2.23 GUARANTEE**

The Electrical work carried out shall be guaranteed against manufacturing defects and/or workmanship and for its satisfactory performance for a period of 12 months from the date of commissioning. Necessary warranty certificate obtained from manufacturer for the material supplied by contractor shall be submitted to the Employer at the time of commissioning.

During the course of guarantee period, in case any defect is noticed due to faulty workmanship or defective materials used, necessary repair has to be arranged to the entire satisfaction of the Employer and such works will be carried out at contractor's risk & cost

**2.24 DEEFECTS LIABILITY PERIOD**

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the technical committee, any defect which may develop or may be noticed before the expiry of the guarantee period mentioned in 2.22 hereto of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

**2.25 CLEARANCE OF THE ELECTRICAL INSPECTOR (If required)**

The Contractor shall provide all drawings & other details in adequate copies as necessary for submission to the Chief Electrical Inspector at no extra cost. Any modification alterations/ corrections as may be necessary as pointed out by the Electrical Inspector during his inspection shall be carried out free of cost by the contractor to bring the system/equipment to the standard of performance & safety as desired by the Electrical Inspector

**2.26 BILLING – MODE & PROCEDURE – AND PAYMENTS**

- a. Payment will be made for items 'completed in every respect of works done at the rates specified in the' Bill of Quantities".
- b. No advance or part-payments for incomplete works, of for the supply of materials will be made.
- c. No work will be paid for unless thoroughly good and fully in accordance with the specifications. Due to inadvertence bad work be passed and paid for, it will nevertheless be perfectly competent for the Employer to strike the same out of the account at any future time and record the value at any date previous to or at the time of granting the final certificate.
- d. Ad hoc advances shall normally so paid within 7 working days of receipt of interim bill by the Employer.
- e. If any amount which by virtue of this contract may be due to the Contractor be not claimed for payment within three months from the date on which it falls due, the same will be placed in deposit account and if the amount so placed remains unclaimed for 3 years thereafter the Contractor or others to whom it may legally the due will forfeit the same which will be finally credited to the Employer.
- f. No certificate of the Employer for any sum paid shall effect or prejudice the rights against the Contractor or release him of his contractual obligations or be interpreted as approval of the materials supplied, or works done.

**2.27 TAXES AND OTHER DEDUCTION**

**1. Income tax deductions:**

Recovery of income tax at source as per prevailing rate at the time of billing will be deducted from the bills as per extant rules and a certificate will be issued in Form No.16 for such deductions.

**2.Goods and Services Tax:**

Supply of Goods & Services would be subject to GST Act and rules applicable from time to time in this regard.

**2.28 WORKS TO BE CARRIED OUT TO THE ENTIRE SATISFACTION OF THE EMPLOYER**

The entire works entrusted to the Contractor together with any temporary works associate therewith, shall be carried out in the most substantial, proper and workman like manner with the best materials and workmanship, and to the entire satisfaction of the Employer and in such manner and mode of execution and order of time as he may direct. The Contractor shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the Employer.

**2.29 THE CONTRACTOR TO SUPPLY AND BE RESPONSIBLE FOR THE SUFFICIENCY OF THE MEANS EMPLOYED**

The Contractor must take upon himself the entire responsibility for the sufficiency of scaffolding, tinkering, machinery, tools or implements, and generally of all the means including labour, materials, etc. used for the fulfillment of this contract, whether such means may or may not be approved or recommended by the Employer, the Contractor must accept all risks in the execution of work including risks of accidents, or damages, from whatsoever cause they may arise, until the completion of this contract.

**2.30 LIABILITY FOR DAMAGE TO WORKS OR PLANT**

The Contractor shall during the progress of the work take necessary actions to protect the work and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto which may arise or be occasioned by the acts of omissions of the contractor or his supervisory staff or his workmen or his sub contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Employer. Should any such loss or damage happen to units of works or plant or material falling outside the scope of this contract, even these shall be replaced or compensated for by the Contractor to the satisfaction of the Employer.

Until the work shall be or deemed to be taken over, the Contractor shall be liable for, and shall indemnify the Employer in respect of all damage or injury to any person or to any property of the Employer or others occasioned by the act of the Contractor or members of his organization including his workmen or his sub contractors or piece work contractors or by defective work or material, but not to cause completely beyond his control.

**2.31 MATERIALS, WORKMANSHIP ETC.**

Contractor shall ensure all materials/fittings/appliances etc. used in electrical installations shall conform to BIS Specifications wherever these exist. The work shall be executed in a thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, or written instructions as may from time to time be furnished to

the Contractor in accordance with the terms of this contract and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same, and should there be any discrepancy between the drawing and specifications, or any difference or dispute as to the dimensions to be worked to or the quality of the materials to be used, or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Employer shall be final and binding on the Contractor.

## **2.32 MATERIALS TO BE FURNISHED BY THE CONTRACTOR**

1. The Contractor shall furnish all materials required for carrying out the works except those specifically provided for to be supplied by the Employer.
2. All materials to be used on works shall be new and shall conform to the Indian standard specifications. Where the requirements for any material are not stated in these specifications, the material shall conform to the appropriate and most recent Indian Standard Specifications or such other specification as the Employer may approve.
3. When furnishing of any material is mentioned in the Bill of quantities, in quoting the rate, the cost of furnishing, hauling, storing and handling of such materials shall also be included in the price tendered for.
4. The Contractor shall make diligent efforts to procure the specified materials, but where, because of proprietary or other causes, materials required by these specifications are not available, substitute materials may be used, but no substitute material shall be used without prior written approval of the Employer/Consultant Engineer and the written approval will state the amount of price adjustment, if any, to be made. The decision of the Employer as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. Where the amount involved or the importance of the substitution warrants an order for variation, the same will be issued; otherwise payments to the Contractor will be adjusted on the basis of prices stated in the written approval.

## **2.33 TERMINATION OF CONTRACT IN FULL OR IN PART**

the Employer may terminate the contract in full or in part If the Contractor:

- a) At any time makes default in proceedings with due diligence and continues to do so after a notice in writing of 7 days from the Employer or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in the behalf by the employer or
- c) Fails to complete the works or items of work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the employer, the employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written notice cancel the contract as a whole or only such items of work in default from the Contract.
- d) The employer shall on such cancellation have powers to:
  - i. Take possession of the site and any materials, implements, stores, etc. There on and / or:
  - ii. Carry out the incomplete work by any means at the risks and cost of the Contractor.

- iii. Any excess expenditure incurred or to be incurred by Employer in completion of the works or part of the works or the excess loss or damages suffered or may be suffered by employer as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account.
- iv. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the Contractor's unused materials, implements, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Revenue Recovery Act.
- v. Any sums in excess of the amount due to the Employer and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of, the works or part of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

#### 2.34 **TITLES OF CLASSES**

The titles of clauses do not form part of the same and shall not affect their legal constitution.

#### 2.35 **JURISDICTION**

This contract shall be governed by the laws of government of India and Kerala for the time being in force and be subjected to the jurisdiction of the courts in Tiruvalla.

### 3. THE TENDER AFFIRMATION

**Name of work :** **Electrification (extended plant area) of jackfruit processing hub of state resource center for jackfruit.**

**TENDER NO** **1/2022**

To

The Senior Scientist and Head,  
ICAR-Krishi Vigyan Kendra (CARD)  
Kolabhagom P.O, Thadiyoor,  
Thiruvalla.- 698 545

Sir,

1. Having examined carefully the tender together with the conditions of contract, specifications, schedules, drawings and other documents and having inspected the site and satisfied myself/ ourselves about the site condition including the present status. I/We hereby offer to carry out the work described in the said specifications, drawings etc. at rates quoted in Bill of Quantities in these presents totaling to Rs..... (Rupees..... )
2. I/We hereby undertake to plan organize execute and complete the whole of the works entrusted to me/us strictly according to these conditions of contract and the specifications if the work is awarded to me/ us or in default to forfeit and pay to the Employer the amount mentioned the said conditions.
3. The particular, we understand that TIME IS THE ESSENCE OF THIS CONTRACT and I/we agree to complete the entire work within a period of.....months from the date of award of the contract.
4. If the work is awarded to me/us, I/We also undertake to remit the execute the agreement within 10 days.
5. I am/We are enclosing.....as proof of having deposited an amount of Rs..... (Rupees..... ) as Earnest Money Deposit. (Please give number, date & name of office in the case of cash and number, date, name and address of Bank in the case of other negotiable instrument.
6. I/We undertake to carryout such deviations as may be ordered, to co-operate and make necessary adjustments in my /our works regarding phasing and completion of the works and to abide by your instructions in the conduct of my/our works.
7. I/We agree to be governed by the various terms and conditions mentioned in these presents, on award of the work and continuously thereafter until our obligations are fulfilled.

**CONTRACTOR**

8. Our Bankers are

1. Name

Address

2. Name

Address

3. Name

Address

9. The name address of the partners of our firm are

1. Name

Address

2. Name

Address

3. Name

Address

Signature & Address of Tenderer

Station :

Date :

#### 4. CONTRACT AGREEMENT

ARTICLES OF AGREEMENT made at Thiruvalla on this the .....day of....., Two Thousand Thirteen BETWEEN Senior Scientist and Head, ICAR-Krishi Vigyan Kendra (CARD) (hereinafter referred to as 'ICAR-KVK' which expression shall unless excluded or repugnant to the context be deemed to include its successors and assigns) of the one part, AND M/s....., Contractor carrying on business at ..... (Hereinafter referred to as the "Contractor" which expression shall unless excluded or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the other part:

#### WHEREAS

1. CARD-KVK is desirous of doing "Electrification (Extended Plant Area) of Jackfruit Processing Hub of State Resource Center For Jackfruit." at KVK Campus, at Krishi Vigyan Kendra, Kolabhagom P.O. and has caused drawings and specifications, scheduled of quantities describing the works to be done by the Consultant Engineer, ICAR-KVK, CARD.
2. The Contractor in his tender dated .....and negotiation dated ....., has agreed to execute the said electrification work as per the said specifications and the Bill of quantities rates and subject to the conditions set forth in the Special conditions in the Conditions of contract (all of which are collectively hereinafter referred to as "the said conditions"). The said drawings, specifications, Bill of quantities, special conditions and conditions of contract have been perused examined and accepted by the Contractor.
3. The Contractor has agreed for deduction of a total amount of Rs...../- (.....) from the total bill by the Employer and deposit with the Employer as security deposit for performance of this agreement.

#### NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Contractor hereby agrees and undertakes to execute and complete the said work shown in the said drawings and such further detailed drawing as may be furnished to it by ICAR-KVK (CARD) and described in the said specifications and the said Bill of quantities upon and subject to the said conditions.
2. ICAR-KVK (CARD) shall for the said electrification work, pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.
3. The said tender and allied documents, drawings, specifications, priced Bill of quantities, agreement and documents above mentioned shall form the basis of this contract and the decision of ICAR-KVK (CARD) as mentioned in the Conditions of contract with reference to all matters of dispute as to materials, workmanship or account and as to the interpretation of the clauses of this agreement or the said conditions shall be final and binding on both the parties.
4. The contract herein contained comprises the electrification work above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by ICAR-KVK (CARD) even though such works may not be shown on the said drawings or described in the said specifications or the Bill of quantities. The Contractor hereby agrees and undertakes to do and perform all such works in a thorough and workmanlike manner with best materials and within the time limit herein mentioned.



5. ICAR-KVK (CARD) reserves the right to alter the drawings and nature of the work and of adding or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alternations of variations shall be carried out without prejudice to this contract.
6. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such conditions contained.
7. It will be the entire responsibility of the Contractor to procure all electrification materials required for the said electrification work. ICAR-KVK (CARD) shall not be called upon not be liable to supply and procure or do any other act for procurement material required for the said electrification work.
8. The Contractor shall complete the said work within 45 days from the date of commencement of work as per the work order given by ICAR-KVK (CARD) and will remove from the site all plants, scaffoldings, materials in use, rubbish and leave the work site clean within the aforesaid period.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in KVK, Kolabhagom P.O. and only the Courts in Thiruvalla shall have jurisdiction to determine the same.
10. The parts of this contract have been read and fully understood by us.
11. The work order issued by the Employer to the Contractor shall be treated as part of this agreement.

**SENIOR SCIENTIST AND HEAD**

**Contractor**

IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands on the day, month and year above written.

Signed and delivered by Senior Scientist and Head, ICAR-KVK (CARD).

In the presence of witnesses:

1.

2.

Signed and delivered by the Contractor

in the presence of witnesses

1.

2.

## 5. IMPORTANT DETAILS OF THE CONTRACT

1	Name of work	:	Electrification (Extended Plant Area) of Jackfruit Processing Hub of State Resource Center For Jackfruit
2	Location of work	:	At ICAR-Krishi Vigyan Kendra KVK , CARD, Campus Kolabhagom P.O, Thadiyoor , Thiruvalla -689 5450
3	Name and address of Employer	:	Senior Scientist and Head, ICAR- Krishi Vigyan Kenrda (CARD), Kolabhagom P.O. Thadiyoor
4	Name and address of Contractor	:	
5	Date of award of Contract	:	
6	Contract No. & Date	:	
7	Nature of Contract	:	Item wise rate
8	Date of commencement	:	Within 15 days after award of contract
9	Date of completion	:	45 days after issue of work order
10	Defects Liability period	:	12 Months
11	Security Deposit	:	5% of contract value including E.M.D
12	Income Tax & GST	:	As per Government rules (value of each bill to be deducted at source)

Place:

Date:

**CONTRACTOR**

## ICAR- Krishi Vigyan Kendra (CARD), Pathanamthitta Dist.

### Bill of Quantities

#### Electrification works (extended plant area), at State Resource Center for Jackfruit, ICAR- Krishi Vigyan Kendra (CARD), Pathanamthitta Dist.

Sl. No	Description	Unit	Qty	Rate	Amount
1	Fabrication and Supply of cubicle type dust and vermin proof, Floor mounted front operated Panel board as per given specification and electrical inspectorate standard, made out of 16SWG CRCA sheet with IP 44 protection, fully compartmentalized, doors with concealed hinges, Rubber/Form beading, Panel lock/knob, with all necessary interlocks, earthed doors, Switch mounted in conformity with Electrical inspectorate standards. Entire sheet work will be treated under seven tank process and then powder coated with gray matt finish (Shade RAL 7032/35). Earthling: Al.				
a)	<b>KSEB CT METERING BOARD (CT MB) WITH CANOPY AND STAND outdoor type:</b> Supply, Fabrication, installation, testing and commissioning of CTMB contains of provision for fixing LT TOD meter and KSEB sealing, separate CT chamber, 3x250A HB L&T cut off fuse with 250A HRC fuse and proper amp rating neutral link, 1x250A TPN SFU FN with 250A HRC fuse, outgoing cable out bottom, canopy and stand made by MS angle, wiring between them as per specifications of KSEB & Electrical Inspectorate Standards.	NOS	1		
b)	<b>MAIN SWITCH BOARD (MSB) :</b> Supply, Fabrication, installation, testing and commissioning of MSB contains of EB incomer-1x250A 4 pole 25KA MCCB + spreader + ROM + shunt trip and 1x250A 4P COS on load type, Metering- MFM meter, 3x250/5A cl-1 CT for MFM and 1x250/5A Cl-1 CT on Yphase for APFC relay, ELR with CBCT, 2xRYB Indications, 2A control fuse + fuse base for control protection etc. Bus bar-32x10mm AL for Phase, 32x6mm AL for Neutral Outgoings- 1x160A TPN 25KA MCCB + spreader + ROM, 1x100A TPN 25KA MCCB + spreader + ROM, 2x125A TPN 25KA MCCB+spreader+ROM,2x63A 4P MCB, 1x40A 4P MCB, 1x100A TPN 25KA MCCB + spreader + ROM and sub bus bar chamber with Bus bar-25x6mm AL for Phase, 25x6mm AL for Neutral and out goings from sub bus are- 9x20A DP MCB,4x40A 4P MCB,2x25A 4P MCB, and control wiring between them as per specifications of Electrical Inspectorate Standards, the panel have necessary common arrangements. cable in- bottom, cable out- top & bottom. (Ref. SLD)	NOS	1		

c)	<b>SUB SWITCH BOARD-1 (SSB-1)</b> : Supply, Fabrication, installation, testing and commissioning of SSB-1 contains of incomer-1x125A TPN ISO, Metering- VAF meter, 3x150/5A cl-1 CT,1xRYB Indications, 2A control fuse + fuse base for control protection etc. Bus bar-25x6mm AL for Phase, 25x6mm AL for Neutral, Outgoings- 1x100A TPN 25KA MCCB+ spreader + ROM, 2x40A 4P MCB,1x32A TP MCB,3x16A TP MCB ,and control wiring between them as per specifications of Electrical Inspectorate Standards, the panel have necessary common arrangements. cable in & out- top & bottom. (Ref. SLD)	NOS	1		
d)	<b>APFC PANEL-61KVAR</b> : Supply, installation, testing and commissioning of Automatic Power Factor Control (APFC) Panel of 61kVAR dust tight, vermin proof, floor mounted free standing, cubicle construction consisting of 1x160A TPN ISOLATOR as incomer, Outgoings- 1x10A TP MCB cap. Duty + MOC 8.5+3KVA capacitor,1x16A TP MCB cap. Duty + MOC 8.5+5KVA cylindrical capacitor, 2x32A TP MCB cap. Duty + MOC 10+10KVA cylindrical capacitor, 2x40A TP MCB cap. Duty + MOC 15+15KVA cylindrical capacitor, 1x10A TP MCB cap. duty+5KVA capacitor for direct connection, 1 No. Rotary Switch for changing Automatic to manual switching of capacitors (Auto/Manual Selector Switch), suitable for 415V AC, 50Hz.Power contactors of double duty type suitable for capacitor switching APP type capacitors all outgoings pre wired with control circuits to improve the PF automatically. Microprocessor based automatic power factor relay BELUK make to fix the power factor at the desired value, all capacitor have on/off PB. Metering- VAF meter, 3x150/5A cl-1 CT for VAF, 1xRYB Indications, 2A SP MCB for control protection etc.	NOS	1		
e)	Supply, installation, testing and commissioning of LT TOD meter for KSEB metering with 4*200/5A cl-0.5S 10VA CT. including KSEB/Electrical Inspectorate Lab Tests reports	NOS	1		
2	<b>A2XFY CABLES</b> : Supplying, laying, testing and commissioning of the following sizes of 1100V grade 2 A2XFY Aluminium conductor cable conforming to IS 1554/7098 clamped on cable tray, trench/walls / column etc. as per specification.				-
a)	3.5c x 185 sqmm Cable	MTR	70		
b)	3.5c x 95 sqmm Cable	MTR	8		
c)	3.5c x 70 sqmm Cable	MTR	35		
d)	3.5c x 35 sqmm Cable	MTR	50		
e)	4c x 25 sqmm Cable	MTR	20		
f)	4c x 16 sqmm Cable	MTR	40		
g)	4c x 10 sqmm Cable	MTR	30		
h)	4c x 6 sqmm Cable	MTR	40		
i)	4c x 4 sqmm CU Cable –un armoured	MTR	100		
j)	3c x 4 sqmm CU Cable -unarmoured	MTR	30		

k)	3c x 2.5 sqmm CU Cable -unarmoured	MTR	30		
l)	2c x 2.5 sqmm CU Cable -unarmoured	MTR	150		
3	<b>CABLE TERMINATION:</b> Supplying brass cable gland, crimping sockets, crimping past and carrying out end termination of cables including carrying out gland earthing as per specification.				-
a)	3.5c x 185 sqmm Cable	NOS	2		
b)	3.5c x 95 sqmm Cable	NOS	2		
c)	3.5c x 70 sqmm Cable	NOS	2		
d)	3.5c x 35 sqmm Cable	NOS	4		
e)	4c x 25 sqmm Cable	NOS	4		
f)	4c x 16 sqmm Cable	NOS	2		
g)	4c x 10 sqmm Cable	NOS	2		
h)	4c x 6 sqmm Cable	NOS	2		
i)	4c x 4 sqmm CU Cable -unarmoured	NOS	10		
j)	3c x 4 sqmm CU Cable -unarmoured	NOS	12		
k)	3c x 2.5 sqmm CU Cable -unarmoured	NOS	6		
l)	2c x 2.5 sqmm CU Cable -unarmoured	NOS	12		
4	<b>Supplying MS materials</b> and fabricating ladder type cable trays, cable tray supports, chequre plates, square pipe for motor cable supports, base channel supports for installing Switchboard, frame work for fuse board, control gear etc with two coat of black epoxy paint. (Cable tray made by using 3/4" 1/4" MS flat and 1" 1/4' MS angle)	KGS	380		
5	<b>EARTHING</b>				
a)	Supplying installing testing and commissioning of 38mm class B GI pipe buried in ground 2M from ground level with alternate layer of Earthing Compound-15KG/ pit including supply, watering purpose including construction of trough with CI cover as per IS 3043 including Supply And erection of CI Cover.	NOS	3		
6	Supplying, laying, fixing of the earthing conductor of the following sizes including excavation of trenches drilling holes, soldering, jointing etc. complete as required.				
a)	25 x 6mm GI strip grade A	MTR	60		
b)	25 x 3mm GI strip grade A	MTR	250		
c)	6 SWG copper wire	MTR	40		
d)	10 SWG copper wire	MTR	200		
7	<b>Supplying and providing the following safety items</b>				
a)	Supply and providing 5 Kg. Dry Chemical Powder type Fire Extinguisher with hose and clamps including fixing it to wall as required (ISI Grade)	NOS	2		
b)	Supply and providing 9 Liter capacity GI Fire Bucket painted in post office red with primer coat of red oxide and written with white paint 'FIRE' mounted on MS angle frame work/ wall bracket filled with fine sand, painting the bracket/ floor stand including making good the damages, colour washing etc. as required.	NOS	1		

c)	6mm thick electrical grade poly mat 1M wide rubber at in front of Panel.	Mtr	10		
d)	Supply & fixing shock treatment chart etc on good frame work.	NOS	2		
<b>8</b>	<b>DISTRIBUTION BOARDS</b>				
a)	Supply installing testing and commissioning of 6 Way VTPN Double Door DB Consisting of 63A 4P MCB ISO+100mA ELCB at incomer side,16A SP MCB-12Nos, at outgoing side, as per specifications of Electrical Inspectorate Standards.	NOS	1		
b)	Supply installing testing and commissioning of 4 Way VTPN Double Door DB Consisting of 63A 4P MCB ISO+30mA ELCB at incomer side,25A SP MCB-3Nos,6A SP MCB-3Nos,16A SP MCB-3Nos, at outgoing side, as per specifications of Electrical Inspectorate Standards.	NOS	1		
c)	Supply installing testing and commissioning of 12 Way SPN Double Door DB Consisting of 25A DP MCB ISO+30mA ELCB at incomer side,16A SP MCB-4 Nos,6A SP MCB-4 Nos at outgoing side, as per specifications of Electrical Inspectorate Standards.	NOS	2		
d)	Supply installing testing and commissioning of 40A 4P MCB ISO with enclosure	NOS	10		
f)	Supply installing testing and commissioning of 63A 4P MCB ISO with enclosure	NOS	4		
<b>9</b>	<b>LIGHT POINTS-Supply installing testing and commissioning of following with 20/25mm ISI pvc conduit and circuit wiring etc as per standards</b>				
a)	LED Tube 20W	NOS	15		
b)	LED light 12W	NOS	10		
c)	16A socket controlled by 16A modular switch and 6A socket controlled by 6A modular switch mounted on suitable box and giving connection.	NOS	10		
<b>10</b>	<b>ALTERATION WORKS</b>				
a)	Dismantling of existing panel board incomer rating 125A and meter board with disconnecting all cables connected in the same panel board, changing the dryer cable feeding changing to new MSB as per proposed new electrical drawing.	LS	1		
b)	Checking and standardising the existing light circuits in the proposed area and changing the light circuits as per proposed new electrical drawing.	LS	1		
<b>11</b>	<b>KSEB STATUTORY WORKS</b>				
a)	Preparation of HT power allocation application, getting sanction for LT power allocation, Completion Report & LT TOD agreement for KSEB for availing LT connection. (KSEB fees shall be paid by the client on the production of receipt)	LS	1		
<b>TOTAL AMOUNT</b>					
<b>GST @ 18%</b>					

	<b>GRAND TOTAL AMOUNT</b>			
<b>* <u>MAKE OF MATERIALS</u></b>				
1	PANEL SWITCH GEAR- L&T			
2	CABLES & WIRES- RR/POLYCAB/GLOSTER/FINOLEX			
3	DB, MCB & ELCBs- L&T/Legrand/Havells			