

## ANNEXURE 2

### SBD

#### TENDER FOR TOILET EXHAUST SYSTEM FOR KALABHAVAN THEATRE, THIRUVANANTHAPURAM

1. Tender in Item rate for the Toilet Exhaust System for Kalabhavan theatre at Vazhuthacaud, Trivandrum, Kerala are invited by Managing Director, KSFDC, TRIVANDRUM (here in after referred as OWNER) from well-reputed contractors qualified for executing such works. Duct drawings/ as built drawings shall be prepared by the contractor.

Tenderers are strongly advised to go through tender documents in connection with this contract very carefully.

##### 1.1 Eligibility to tender

i)The tenderer shall be an PWD licensed contractor OR licensed contractor of electrical inspectorate C class or above OR experienced contractor having done similar duct works maintenance works.

ii)Tenders of eligible tenderers only will be considered. Documents evidence for eligibility shall be submitted.

##### 1.2) Tenders shall be submitted on or before **03:00 pm on 18/08/2025**

##### 1.3) The tender containing the followings.

i).Tender documents including notice inviting tenders, eligibility to tender, conditions of contract, general obligations, special conditions, articles of agreement, Technical specifications, BOQ, schemes.

ii) Latest Income tax clearance certificate (with acknowledgement) and sales tax clearance certificate in original or self attested copies. The original should be produced if requested.

2. Received Tenders will be opened at **03:30 PM on 18/08/2025** in the office of KSFDC Ltd, Vazhuthacaud, Trivandrum – 14

- a. After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the Tenderers and other persons not officially concerned with such process.
- b. Owner reserves the right to accept any tender, and to reject any or all tenders. Owner will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender Documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the Contract effectively.
- c. Prior to the expiry of the period of validity of the tender Owner will notify the successful tenderer in writing by registered letter that his tender has been accepted. This letter (herein after referred as letter of acceptance) shall name the sum, which Owner will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the contractor as specified by the contract (herein after called the contract price). This letter of acceptance will constitute the formation of a contract.

3. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions may be rejected.
4. In case of schedule of rate contract the Tenderers should quote their item base rates. The schedule of quantities must be fully priced with the rates quoted for the unit rate specification.
5. If the tender is made by an individual, he shall sign it with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered deed shall also be submitted along with the tender.

## 6. Procedure for submission and opening of tenders

- 6.1) Tenderer can directly visit Kerala State Film Development Corporation Ltd., Chalachithra Kalabhavan, Vazhuthacaud or visit [www.ksfdc.in](http://www.ksfdc.in) to download the tender form. In such an instance, the cost of the Tender Form should be submitted separately as a DD/receipt.

Tender shall submit duly filled tender form, DD/receipt of the amount of the form price (Tender Fee) and deposit (EMD), copy of identity card of the person participating in the tender and documents mentioned in the tender. The tender must be received in a sealed envelope with heading **"TENDER FOR TOILET EXHAUST SYSTEM FOR KALABHAVAN THEATRE, THIRUVANANTHAPURAM"** send to "The Managing Director, Kerala State Film Development Corporation, Vazhuthacaud, Thiruvananthapuram -14" on **18/08/2025 before 03:00 PM**. Tenders without the price of the tender form and deposit will be unconditionally rejected.

Tender form will be directly issued from KSFDC only if tender fee receipt is produced.

- 6.2) Addenda/Corrigenda to the tender documents may be issued prior to the opening of the tender to clarify documents or to reflect modification in the design or contract terms. All addenda/corrigenda issued by the owner/Consultant /Tenderer shall become part of the tender documents. No conditions that will have price implications shall be included in the price details.
- 6.3) The sealed tenders will be opened and inspected on **18/08/2025 at 03:30 PM** and only the tenderers or their representatives will be present. If for any reason the day of opening and inspection of the tender falls on a holiday, the tender will be opened and inspected on the next working day.
- 6.4) The deposit of the remaining tenders, except for the first three tenders with the highest amount, will be returned on that day.
- 6.5) The Managing Director of KSFDC has the power to cancel the tender process, reject any tender, suspend or cancel the tender process without giving any reason.
- 6.6) The person who secures the tenders subject to approval shall deposit the tender amount plus 18% GST in the bank account of KSFDC by DD or RTGS. If the tender amount is not paid within the specified time limit, the deposit shall be forfeited and the secured tender shall be cancelled without any notice.
- 6.7) In case of any dispute with the tenderer, the decision of the Managing Director of KSFDC will be final
- 6.8) If there is no competitive nature, the tender process will be cancelled.

- 6.9) KSFDC reserves the right to change/add to the above conditions. The Managing Director shall have full authority

## **7. Tender documents**

Tender documents shall contain the following details: -

1. Earnest Money Deposit & cost of tender document through DD/receipt as specified.
2. Sealed & signed Tender documents
3. A preliminary agreement duly executed on non-judicial stamp paper of value not less than Rs. 200/- as per Pro-forma attached.

## **8. EMD**

- 8.1) EMD of unsuccessful tender will be refunded without any interest on the finalization of the contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.

- 8.2) EMD deposited with the owners will be forfeited if a bidder withdraws his bid during the period of validity specified, if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

## **9. All pages to be initialed**

All signatures in the tender document shall be dated as well as all the pages of all sections of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney, authorizing him to sign on behalf of the tenderer before submission of tender.

## **9. Witness and Sureties**

Witness and sureties shall be persons of status and propriety and their names, occupation and address in full shall be stated below their signature.

## **11. Transfer of tender documents**

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

## **13. Filling of Tender**

It is very important that the tender should be submitted complete in every respect, including filling up of all the questionnaires attached to the tender papers. Incomplete tenders are liable to be rejected.

## **14. Tender documents and specification drawings**

The tenderer shall return the original and duplicate of the tender documents and specification drawings along with the tender.

## **15. Performance Guarantee/Security Deposit**

Tenderer should deposit **DD for Rs.5431/-** of the quoted amount towards EMD. If the tender is finalized, the tenderer shall submit ie. 5% of the contract value as performance guarantee. Atleast 50% of the performance guarantee will be in the form of treasury fixed deposit and rest in the form of Bank Guarantee. In addition to the performance guarantee and security deposit for 2.5% of the gross amount shall be deducted from the running /final bill of the contractors. Final claims till expiry of defect liability period of three years.

#### **16. LABOUR WELFARE FUND**

The successful Tenderer shall deposit a premium of 1% of the contract value to the Kerala Construction Workers Welfare Fund (KCWWF).

17. Income-tax and all statutory levies at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

18. **All statutory deductions like I.T, G.S.T, cess, contribution to ESI, KCWW Fund etc shall be made from the amount eligible to the contractor in each part bill at current rates.** The rate of deduction towards work contract tax shall be changed if the government revises the rate. Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill. ***The contractor shall submit the GST registration along with tender. The GST at prevailing rates is applicable to the contractor.***

**In the BOQ / Price schedule the total amount is inclusive of all taxes.**

#### **19. ALL INCLUSIVE RATES**

The contractor's rate must be firm and must include the cost of transportation of material to the site, **all taxes such as GST, cess, octroi, etc.** and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. **It should be clearly understood that any claim for extra or any additional tax, etc. shall not be entertained in any case whatsoever once the tenders are opened. The contractor shall submit invoice after completion of all works for releasing the final bill amount. The GST registration number of contractor and KSFDC shall be shown in the invoice.**

#### **20. PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then "owner" has the liberty to forfeit the said Earnest Money Deposit.

#### **21. INSPECTION OF SITE**

Every Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Engineers of KSFDC at the above-mentioned address.

#### **22. QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that "OWNER" do not accept any responsibility for the correctness or

completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions, or additions at the discretion of "OWNER" without affecting the terms of the contract.

### **23. INTERPRETING SPECIFICATIONS**

In interpreting the specifications, the following order of decreasing importance shall be followed:

- a) Schedule of Quantities
- b) Unit Rate Specifications & Technical Specifications.
- c) Drawings
- d) General specifications

Matters not covered by the specifications given in the contract shall be as per the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the consultant shall be final.

- 24. No alterations shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the Contractors, Contract form, Conditions of Contract, Drawings and Specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.
- 25. The acceptance of a tender shall rest with the Authorized Representative of "OWNER", who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.
- 26. The authorized representative of "OWNER" reserves the right of accepting the whole or any part of the tenders received and the Tenderer shall be bound to perform the same at the rate quoted.
- 27. The work shall be carried out under the direction and supervision of OWNER or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
- 28. Owner's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by owner shall be immediately removed by the contractor.

### **29. SUB-LETTING**

No part of the contract shall be sublet without the written permission of the consultant and OWNER nor shall transfers be made by 'Power of Attorney' authorizing others to carryout the work or receive payment on behalf of the Tenderer.

### **30. DEFECTS LIABILITY PERIOD**

Any defect developed within 'Defect Liability Period' of 36 months will have to be rectified by the contractor at his own cost. In case the defects are not rectified by the contractor, "OWNER" or their representative shall get the work done at the risk and cost of the contractor.

#### **Guarantee and defects liability period**

The contractor shall guarantee that all equipments are free from any defect due to the defective materials and poor workmanship, that the equipments operate satisfactorily and that the performance and efficiencies of the equipments are not less than the guaranteed values. The guarantee shall be valid for a period of 36 months after successful first seasonal testing and taking over and any part found defective shall be replaced free of all costs by the contractor. The services of the contractor's personnel if requisitioned during this period for such work shall be

made available free of any cost to the owner. The AMC period shall only start from the date of the expiry of the defects liability period.

If the defects are not remedied within a reasonable time, the owner may proceed to do so at the contractor's risk and expense without prejudice to any other rights. The guarantee shall be extended to all the components including machinery. If the defects are beyond repair, as judged by the consultant, the same shall be replaced with new machineries at no additional cost to the owner.

### **31. DELAYS IN COMMENCEMENT**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

### **32. OCCUPATION IN PART**

If OWNER wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with OWNER and hand over the same to OWNER without affecting any of the clauses of contract agreement.

- 33.** The contractor should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant I.S. specifications.
- 34.** The contractor must co-operate and co-ordinate with other contractors involved in other works on the site. The contractor should also note that they shall have to clear the site of debris etc. after the completion of the work and that no extra payment is permissible on this account.

### **35. PERIOD OF CONTRACT**

Time is deemed to be the essence of this contract. The total time of completion can be considered as 20 days from the date of commencement of issue of work order. From the date of issue of work order, 15 days will be given to start the work. The work shall be finished in 3 days of starting. The work can be finished soon by working day and night. Owner will not be responsible, if the commencement of work is delayed by the Tenderer, without valid reasons approved in writing by the owner. If the delay is due to any problem in the site or due to any act of the owner, the tenderer must inform the same to the owner in writing, at that time itself.

### **36. PENALTY**

OWNER shall levy a penalty for every week of delay at the rate of 1% of the total contract to a maximum of 10 % of the total contract value after which the contract stands cancelled. This will apply phase wise according to the contract value of each phase.

### **37. CONTRACTOR'S STORE AND SITE OFFICE**

Suitable area near the site of work shall be allowed to the contractor free of cost for storing his tools and plants, materials. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft, fire etc. The contractor shall vacate the said premises and hand over the same on the date of handing over of site to the owner. The contractor however will have to dismantle the sheds and vacate the land of all debris etc. at his own expense after completion of work.

### **38. MEASUREMENTS AND BILLING**

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest IS code of practice for measurement.

The contractor or his representative shall accompany owner or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of the KSFDC Consultant. If the contractor fails to accompany owner for measurements, then he shall be bound by the measurements taken by owner.

Period of final measurement shall be One month from the time of completion of the project.

### **39. FINAL CERTIFICATES**

A final certificate shall certify that the total value of all work done and plant supplied according to the contract subject to such additions thereto or deductions therefrom as may be authorized. A final certificate shall save in the case of fraud or dishonesty relating to or affecting any matters dealt with in the certificate and save as regards defects and insufficiencies in the works that a reasonable examination would have disclosed be conclusive evidence as to the sufficiency of the works and the value they're of.

The owner may in any certificate give effect to any correction or modification that should properly be made in respect of any previous certificate.

The unit rate for items like ducting, piping, insulation, etc., shall be furnished by the contractor. The plus or minus quantities will be adjusted in the final measurement and the payment will be made as per unit rates indicated in the offer. It is incumbent on the contractor to ensure that security and retention are sufficient to cover all possible liabilities pertaining to losses, if any arising out of poor workmanship and the amount that may be required towards the risk and cost, if any of the contractor, in case alternative arrangements are made and any other dues of a miscellaneous nature.

### **40. MODE OF MEASUREMENT**

The following measurement code shall apply to this contract: -

#### **Sheet Metal Work**

##### **a. Ducting:**

- i. All sheet metal ducting work will be measured in terms of final sheet area installed in SQ. METERS.
- ii. No measurement of vanes, splitters, duct dampers, deflectors, access doors, etc. which are required to be installed in the ductwork shall form part of the ductwork.
- iii. Duct fittings such as bends, elbows, tap-offs, collars, transformation pieces etc. shall be treated as ordinary duct pieces with their length measured along their centerline.
- iv. No duct supports, stiffening, members, etc. shall be measured separately. All such supports/hangers shall form part of ductwork.
- v. Equipment connections such as canvas/asbestos/Rexene shall be deemed to be part of the ductwork and no separate measurement will be allowed.

##### **b) Grilles:**

All grilles will be measured in terms of effective area (e.g. 600mm x 150mm grille will be measured as 0.09 Sq. Meter

##### **c) Diffusers:**

Diffusers will be measured in terms of diameter of each diffuser in centimeters.

**d) Dampers**

- i) All duct dampers shall form part of ductwork; no separate measurement will be made for duct dampers.

**c) Electrical Work:**

- a) All cables shall be measured in running lengths as finally installed at site. No wastage measurement will be allowed.
- b) Control cable/wiring for AC plant, panel board shall be treated as a lump sum item.
- c) All measuring instruments, indicating lamps, etc. shall form part of the equipment specified and no separate measurement shall be made for such items.
- d) Return air boxing, roof insulation etc. linear length and breadth measurements will be taken to compute the area.

**41. EXTRA ITEMS**

Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work. Rates for authorized extra items, additional, altered or substituted work as may be ordered shall be determined by OWNER as follows:

- a. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
- b. In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components.
- c. In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the Contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item. This shall be supported by analysis of the rate claimed and the Owner shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

**42. WATER AND ELECTRICITY:**

The owner may make arrangement for water and electricity required for the works at one point on chargeable basis and the contractor to provide a meter and further distributions. OWNER takes no responsibility for the supply of either electricity or water continuously.

**43. INSURANCE:**

The successful contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of OWNER and the contractor, and the original policy shall be deposited with OWNER.

The contractor shall be responsible for all injury to person, animals or things, and for all damages to structural and decorative works and property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent, footpaths, bridges or ways as well as all damage caused by frost, rain, winter other inclemency of weather. The contractor shall indemnify the employer and hold the employer free from liability in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of legislature or otherwise and also in respect



of award of compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof. He shall, at his own expense, arrange to effect and maintain until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the engineer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute in force during the currency of this contract at common law, in respect of an employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the engineer from time to time during the currency of the contract. The contractor shall be responsible for any liability, which may be excluded from the insurance policies above referred to, and also for all other damages to any person, animal or property arising out of an incident due to the negligence or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and damages arising there from. The employer shall with the concurrence of the engineer be entitled to deduct the damage compensation costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due to the contractor, without prejudice to the employer's other rights in respect thereof.

#### **Fire insurance**

The contractor shall, within 3 days from the date of commencement of the works insure the works at his cost and keep them insured until virtual completion of the works against loss or damage by fire with an office to be approved by the engineer in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the engineer. The premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the engineer only and the consultant's and surveyor's fee for assessing the claim and in connection with his services generally in the reinstatement shall not cover any property of the contractor. The contractor shall deposit the policy and receipts from the commencement of the works, unless otherwise instructed by the engineer. In default of the contractor insuring as provided above, the employer or the engineer on his behalf may so insure the works and may deduct the premiums from any amount due or which may become due to the contractor without prejudice to the other rights of the employer in respect to such default. In case it becomes necessary to suspend the work's the contractor shall, as soon as the claim under the policy is settled, or the work rein- stated by the insurance office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the engineer deems fit. The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the works up to and including a date not more than 7 days prior to the date of the said certificate less the amount to be retained by the employer (as hereinafter provided) and less any installments previously paid under this clause provided that such certificate shall not only include the value of the said materials and goods and from time to time and they are reasonably proper and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

#### **44. SAFETY CODE**

1. A portable single ladder more than 8 mt. in length will not be allowed for the execution of the work. The width between the side rails shall not be less than 30 cms. (Clear) and the distance

between two adjacent rungs shall not be more than 30 cms. It is compulsory that an extra mazdoor should be engaged for holding the ladder whenever the ladder is used.

2. It is compulsory that the contractor should maintain in a readily accessible place the first aid appliance, including supply of sterilized dressings and cotton wool.
3. It is the contractor's responsibility to take the injured person immediately to a public hospital without loss of time.
4. It is compulsory that the excavated material shall not be placed within 1.5 mts. of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with adequate fencing and lighting arrangement by the contractor.
5. Scaffolding should be provided for workmen for all works that cannot be safely done from the ground.
6. It is compulsory that the floor, roof or other parts of the structures, should not be overloaded with debris or materials, which will invite danger to the workmen.
7. Welders engaged in welding shall be provided with welders' protective eye-shields and gloves.
8. It is compulsory that painters should be provided with facemask for painting whenever spray painting has to be done.
9. The workers employed for mixing and handling materials, such as asphalt, cement mortar, concrete or lime mortar, shall be provided with protective footwear and rubber hand gloves.
10. In hoisting machines and tackles including their attachments, anchorage and supports for erection of equipment shall be in perfect condition.
11. The ropes used for hoisting materials shall be durable quality and strength.
12. Safeguards for Environmental Protection shall be the responsibility of the contractor during the continuance of the contract. He shall be duty bound to look after the affairs of the site, finished or semi finished works, his worksite, office, store, etc. in a neat and tidy manner. He shall provide strong fire protection measures for the same. He shall prohibit the entry of outsiders and trespassers into the area of operation. Guns, pistols, etc. shall be totally prohibited in the area. Inflammable materials shall not be allowed to be put to use except if strictly needed for the purpose of the work only. To ensure effective enforcement of the rules and regulations relating to environmental safeguards, the arrangements made by the engineer or any other officer entrusted by competent authority in this regard. The cost, if any for enforcing the environmental safeguards must be borne by the contractor and will not be reimbursed.

## **SAFETY STANDARDS**

The following safety standard shall be practiced while designing and installing the plant and machines.

I.S.	618	-	Code of practice for safety and health requirements in electrical and gas welding and cutting operations.
I.S.	659	-	Safety code for air-conditioning.
I.S.	660	-	Safety code for mechanical refrigeration.
I.S.	3016	-	Code of practice for fire precautions in welding and cutting operations
I.S.	3210	-	Code of safety procedures and practices in electrical works
I.S.	3969	-	Safety for scaffolds and ladders.

### III . CONDITIONS OF CONTRACT

#### (DEFINITIONS AND INTERPRETATION)

##### 1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **OWNER**  
Managing Director, KSFDC, TRIVANDRUM
- b) **Engineer** shall be the person representing "OWNER" supervising the work.
- c) **CONTRACTOR**, -Shall mean the successful Tenderer to whom the contract has been awarded.
- d) **SUB-CONTRACTOR**,  
Shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the consultant and the legal representatives, successors and assignees of such person.
- e) **CONTRACT**,  
Shall mean and include the following: -  
Notice inviting tender, Tender form, General Conditions of Contract, General Specifications, Technical Specifications, Unit Specifications, Detailed Specifications, Schedule of Quantities, Drawings, Work Order and/or any other correspondences of negotiations.
- f) **SITE**,  
Shall mean the actual place in, over or under which work is to be done, allotted by OWNER for Contractor's use.
- g) **WORK**,  
Of the Contractor shall mean and include materials or labour or both.
- h) **CONTRACT PRICE**,  
Shall mean the sums referred to in the formal agreement, if any or the work order.j)  
**SCHEDULE OF QUANTITIES**, Is the schedule of approximate quantities of various items of work with specification for unit rate.
- i) **SCHEDULE OF RATES**  
Is the schedule showing unit rates, against specification of various item of works.
- j) The word "SPECIFICATION" shall mean collectively all the terms and stipulations contained herein including general conditions of contract, technical provisions and annexure together with the list of corrections and amendments or modifications approved by the engineer.

- k) The term "TEST ON COMPLETION" shall mean such tests as prescribed in the specifications. In case tests are not possible due to climatic conditions at the time of completion, the contractor shall be bound to carry out tests as prescribed herein after at any time subsequent to the date of completion, but before the end of defects liability period.
- l) The contractor shall be responsible for all equipments / installations for its safety & security in all respect till handing over the job in good working conditions.

## **2. ASSIGNMENT AND SUB-CONTRACTING**

### **2.1 ASSIGNMENT:**

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the consultant's.

### **2.2 SUB-CONTRACTING:**

The Contractor shall not sub-contract the whole of the contract. The Contractor shall not sub-contract any part of the works without the written consent of the consultant's and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults and neglects of the sub-Contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants, or workmen.

## **3. PLANS AND DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR:**

The Contractor shall submit the following information in triplicate to OWNER for approval within the time stipulated each item below:

- a) A general tentative layout plan of construction plant and equipments for the execution of work within 3 days from the date of receipt of work order.
- b) Drawings or prints showing the location of plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 5 days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his obligation under the contract. Within 5 days the consultant's will give their approval/comments sufficient to proceed with the work or objections/instructions to the Contractor based on which the drawings shall be revised and submitted again for approval by the Contractor.

All these plans and drawings submitted by the Contractor and approved by the OWNER shall become part of the contract.

### **3.7 ROYALTIES AND PATENT RIGHTS**

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the Contractor shall indemnify OWNER from and against all claims, proceedings, damages, costs and expenses which may be brought or made against OWNER or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

## **4. GENERAL OBLIGATIONS**

### **4.1 INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER:**

The Contractor shall inspect and examine the site and its surroundings, and shall satisfy

himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.

All materials and workmanship shall be subject to inspection, examination and testing by the engineer at any and all times during the manufacture and/or constructions are carried out. The cost of all such tests shall be borne by the contractor. The engineer shall have the right to reject defective materials and workmanship or require its correction. Rejected workmanship or materials shall be satisfactorily replaced with proper material without charge thereof and the contractor shall promptly segregate and remove the rejected materials from the premises at his own cost. If the contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the owners may contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the contractor and/or terminate the right of the contractor. (See clause "Negligence").

The contractor shall arrange to perform at his cost all tests as required by specifications, codes, etc., so as to ascertain the quality of materials supplied and products manufactured. Such tests shall be arranged to be conducted in the presence of the engineer or his representative. It shall be the obligation of the contractor to prove the quality of his work as conforming to specifications, codes, etc. In the event of failure of the contractor to conduct these tests as required by the engineer, the latter shall have every right to get these tests done and recover the charges thereof from the contractor. Should it be considered necessary or advisable by the owners at any time before the final acceptance of the entire work to make an examination of the work completed by removing or tearing out the same, the contractor shall, on request, promptly furnish all necessary facilities, materials and labour. If the work or materials are found to be defective or not conforming to the specifications, contractors shall defray all expenses of such examination and satisfactory reconstruction.

If the contractor fails to comply with any of the conditions of contract or instructions or decisions of the engineer issued there under, except where otherwise specifically provided in this contract, the engineer may, after giving written notice to the contractor, take other necessary steps for the compliance of the said conditions, instructions or decisions, and any expenditure incurred for the purpose shall be recovered from the contractor.

#### 4.2 SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, with tender rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

#### 4.3 CLARIFICATION BEFORE SUBMITTING TENDERS:

Should the Contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of OWNER and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which OWNER shall have the right to ask the Contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

- 4.3 a. It is specifically understood that the moment the tender is submitted the contractor shall be deemed to have complied with the conditions in clause 4.1 and 4.3 and has also satisfied himself about the requirement therein.

#### 4.4 RATES QUOTED FOR FINISHED WORK:

The rates quoted in the tender by the Contractor must be for the finished work as per the

drawings and specifications.

4.5 LOCATION OF WORK:

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

4.6 TENDERS OPEN FOR:

The tender shall remain open for acceptance for a period of 90 days from the date of submission of the tender.

4.7 COMMENCEMENT OF WORK:

The Contractor shall commence the work at site, within 7 days of issue of formal work order and handing over of the site or being advised by OWNER unless otherwise specified, and shall proceed with the same with due expedition.

4.8 PROGRAMME OF WORK:

Soon after the award of contract, the Contractor shall submit to the OWNER for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the OWNER or Owner's representative, furnish further detailed programme and particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works, which the Contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the OWNER or his representative of such programmes or particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

4.9 CONTRACTOR'S EMPLOYEES:

The Contractor shall provide and employ at site in connection with the execution and maintenance works.

a) Only such technical assistants as are skilled and experienced in their respective fields and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,

b) Such Skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works.

4.10 REMOVAL OF WORKMEN:

OWNER shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Engineer of KSFDC misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the consultant to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by OWNER

4.11 COMMUNICATIONS TO BE IN WRITING:

All references, communications, correspondences made by OWNER, or the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

4.12 OCCUPATION AND USE OF LAND:

No land, building belonging to or in the possession of OWNER shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

4.13 STORAGE OF MATERIALS:

Storage of materials will be at the cost & risk of contractor only

4.14 MATERIALS, TOOLS AND PLANT:

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the Contractor. Materials so supplied shall have the approval of the OWNER before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

4.15 TOLLAGES ETC:

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any for getting stone, gravel, sand, clay and all other materials required for the works.

4.16 SETTING OUT:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to do so by the consultant, shall at his own cost rectify such error to the satisfaction of the consultant. The checking of any setting out or of any line or level by the consultant or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall provide all necessary instruments, appliances and labour required by the consultant for checking, if any, of the setting out. The Contractor shall carefully protect and observe all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and their dismantling, when no longer required.

4.17 DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall indemnify and keep indemnified OWNER against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

4.18 CO-OPERATION WITH OTHER AGENCIES:

The Contractor shall co-operate with the work of other agencies or Contractors that may be employed or engaged by OWNER and as far as it relates to the Contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

4.19 BARRICADING:

The Contractor shall at his own cost provide around excavation, temporary barricading with bellies and bamboos with warning signals during day and night and shall maintain it. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

4.20 FABRICATION DRAWINGS:

Contractor shall prepare at his own cost all fabrication drawings of all structural steel works and submit them to the consultant's for their approval at least before 15 days of commencing the fabrication. All the details like sizes, capacities, dimensions, arrangement of fabrication etc. should be clearly indicated on these drawings.

4.21 PROTECTION OF UNDERGROUND SERVICES:

The Contractor must take precautionary measures to protect the underground and other services lines viz. cables, water and sewer lines, etc. and observe any specific instructions which may be given in this regard by the consultant.

4.23 WORK IN OR AROUND OPERATING PLANT OR OFFICES ETC:

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and OWNER. Similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the theatre work. For this the work may be required to be done during off-hours. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

4.24 WORK IN SHIFTS AND ON OFF-DAYS:

The Contractor shall work in one or more shifts as also on theatre nonfunctioning hours and off days to complete the work on time, if so required by the consultant's for which OWNER shall not be liable to pay any extra. If instructed by the consultant, the Contractor should carry out the work in the night also.

4.25 SITE ORDER BOOK:

A site order book must be maintained and always be available at site to record the instructions by the consultant's or his representative. The Contractor must see that the instructions noted therein are properly carried out.

4.26 DELAY IN OBTAINING MATERIALS SUPPLIED BY THE OWNER:

If OWNER has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the Contractor shall keep himself in touch with day-to day position regarding the supply of materials from OWNER and so adjust the progress of the works that labour may not remain idle nor there by any other claim due to or arising from delay in obtaining the materials.



**4.27 RECORD OF MATERIALS SUPPLIED BY THE OWNER:**

The Contractor shall maintain an account of different materials obtained from OWNER for executing the works under the contract. The consultant shall have the right to check the position of materials at all times.

**4.28 SAFE STORAGE OF MATERIALS:**

The Contractor shall be responsible for the safe storage of materials supplied by OWNER for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the Contractor shall be charged as specified in the special conditions.

**4.29 TRANSPORT OF MATERIALS:**

Unless otherwise specified, all the materials supplied by "OWNER" shall be transported by the Contractor from "Owner's" store/ yard, to the site of work at no extra cost.

**4.30 SITE TO BE KEPT CLEAN:**

The surplus spoil and dismantled debris shall be removed to a place by the contractor as directed by the Owner and stacked, leveled and dressed as directed.

**4.31 CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS:**

The schedule of rates shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the unit rate specification shall always have precedence over the specifications.

**5. LABOUR**

**5.1 LABOUR RULES:**

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters liabilities of Owner's to employees. The rule and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.

**5.2 REPORTING ACCIDENT OF LABOUR:**

The Contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the consultant or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**5.3 PROVISION OF WORKMEN'S COMPENSATION ACT:**

The Contractor shall at all times indemnify and keep indemnified owner against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all cost and expenses or penalties incurred by owner in connection therewith. In any case in which, by virtue of the provision of the said Act, owner is obliged to pay compensation to a workman employed by the Contractor in executing the works, owner shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by owner to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to owner, in law. Owner shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to owner full security for all cost for which owner might become liable in consequence of contesting such claim.

**5.4 ACCIDENT OR INJURY TO WORKMEN:**

Owner shall not be liable for, in respect, of any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-Contractors, and the Contractor shall indemnify and keep indemnified owner against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**5.5 PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

**5.6 AGE LIMIT OF LABOUR:**

The age limit for employment of labour shall be in strict accordance with the existing labour legislation.

**5.7 RETURN OF LABOUR EMPLOYED:**

The Contractor, if required by the consultant, shall submit return in detail in such form and at such interval as the consultant's may prescribe showing number of different classes of labour employed on the works from time to time by the Contractor.

**5.8 OBSERVANCE BY SUB-CONTRACTOR:**

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-Contractors employed by him in the execution of the contract.

**6. MATERIAL TESTS AND WORKMANSHIP**

**6.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS:**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with owner or their representative's instructions and shall be subjected, from time to time, to such tests as the consultant of KSFDC may direct at the

place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by OWNER.

**6.2 CONSTRUCTION OF PROTOTYPES OR SAMPLES OF WORK:**

The Contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the consultant. Such prototypes or samples of work, after approval by OWNER, shall serve as the standards to be achieved in the final construction.

**6.3 COST OF SAMPLES:**

All samples shall be supplied by the Contractor at his own cost.

**6.4 COST OF TESTS:**

The cost of making any test as per specifications shall be borne by the Contractor, and the Contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

**6.5 INSPECTION OF OPERATION:**

OWNER or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in obtaining the right to such access.

**6.6 EXAMINATION OF WORK BEFORE COVERING UP:**

No work shall covered up or put out of view without the approval of the OWNER or the Owner's representative and the Contractor shall afford full opportunity to the OWNER or the Owner's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to Owner's representative wherever any such work or foundations is or are ready or about to be ready for examination and Owner's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

**6.7 UNCOVERING AND MAKING OPENINGS:**

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the consultant may, from time to time, direct and shall reinstate and make good such part or parts to the satisfaction of OWNER. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.6 hereof and found to be executed in accordance with the contract, the expenses of uncovering, making in or through, reinstating and making good the same shall be borne by OWNER, but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by OWNER and deducted by owner from any money due, which may become due to the Contractor, without prejudice to any other remedy that may be available to OWNER, by law.

**6.8 REMOVAL OF IMPROPER WORK AND MATERIALS:**

The KSFDC consultant shall during the progress of the works have power to order in writing from time to time:

- a) The removal from the site within such time as may be specified in the order of any materials, which in the opinion of the consultant or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment thereof of a work which in respect of materials or workmanship is not in the opinion of the consultant or his representative in accordance with contract.

#### 6.9 SUSPENSION OF WORK:

The Contractor shall, on the written order by OWNER suspend the progress of the works or any part thereof for such time or times and in such manner as the consultant may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the consultant.

### 7. TIME OF COMPLETION AND TAKING OVER:

#### 7.1 POSSESSION OF SITE:

Save in so far the contract may prescribe, the extent of portions of the site of which the OWNER is to give possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the OWNER shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the Contractor as he will make in writing to the consultant and shall, from time to time as the work proceeds give the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

#### 7.2 TIME OF COMPLETION:

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the stipulated time of 3 Three days\_excluding time for supply of materials such extended time as has been allowed under clause 7.3.

#### 7.3 EXTENSION OF TIME OF COMPLETION:

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works the shall consider as determine the amount of such extension and shall intimate the Contractor in writing.

#### 7.4 EXTENSION OF COMPLETION TIME DUE TO STRIKE, FIRE, ETC:

If the progress of the work has at any time been delayed by strikes, fire, inclement weather, unavoidable casualties etc. beyond the control of the Contractor then the time of completion of the work may be extended for such reasonable time as the owner may decide and this will be indicated in writing.

#### 7.5 WORK TREATED AS COMPLETE:

The works shall not be treated as complete until:

- a. The site is clear from all materials, site shed, etc. and the Engineers / KSFDCC consultant

is satisfied with the job done by the Contractor

- b. The Contractor has submitted the reconciliation statement regarding the stores received from owner, and all the surplus and salvaged materials are returned to the stores.
- c. All equipment, tools, plant taken from owner has been returned by the Contractor.
- d. Any other material, taken on loan/transfer from other agency has been returned by the Contractor.
- e. All power and water supply connections taken for the execution of the works have been disconnected by the Contractor.
- f. Rectification of any damage done by the Contractor to the work executed has been satisfactorily done by the Contractor.
- g. The works shall not be considered as completed until the Engineers of KSFDC has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

#### 7.6 TAKING OVER:

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the owner in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the owner and occupied or used by owner or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provisions of clause 7.5. here of are fully complied with.

#### 7.7 MAINTENANCE:

For a period of 36 months commencing immediately after taking over of the work by OWNER, the Contractors liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub Contractors approved by OWNER (under clause 2.1 and 2.2) arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time OWNER may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights, which OWNER may have against the Contractor in respect of such defects.

The Contractor shall bear the cost of such repairs/rectification carried out on his behalf at site. Immediately upon expiry of the maintenance period the Company shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

### 8. TERMINATION OF CONTRACT:

#### 8.1 TERMINATION OF CONTRACT:

If the Contractor has abandoned the contract or has failed to proceed with the work due

to negligence or the progress on any particular item or items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for owner to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expenses. If the Contractor fails to comply with the above instructions immediately, then owner shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slow on any particular item or items of work, owner shall have the right to execute this item or items through another agency or agencies, including its own department.

## **8.2 BACK CHARGING THE CONTRACTOR:**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be debited to Contractor's account and shall be recovered from any money due or that may become due to the Contractor without prejudice to any other remedy that may be available to OWNER in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original contractor will not have any claim on this.

## **9. ALTERATIONS, ADDITIONS AND OMISSIONS:**

### **9.1 VARIATION:**

The consultant with the approval of owner shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract.
- b. Omit any portion of work.
- c. Change the character or quality or kind of any such work.
- d. Change the levels, lines, position and dimensions of any part of works and,
- e. Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

### **9.2 ORDERS FOR VARIATIONS TO BE IN WRITING:**

No such variation shall be made by the Contractor without an order in writing of OWNER. Provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the consultant at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the consultant shall consider it desirable to give any such order verbally, the Contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the consultant, which shall be deemed to be an order in writing within the meaning of this clause.

### **9.3 EXTRA ITEMS:**

If the Contractor has been asked to execute any such item/work in course of construction for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by owner on the following lines, in the order of preference:

1)The rate to be derived from any one of the quoted rates for similar items of work in the tender.

2)Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the Contractor shall submit to the owner detailed analysis of the rate proposed by the Contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 10% of the cost will be provided towards Contractors overheads, profits and establishments taken together.

## **10. MEASUREMENTS**

### **10.1 QUANTITIES:**

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfillment of his obligations under the contract.

### **10.2 WORKS TO BE MEASURED:**

The consultant's shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist OWNER or their representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agents, then the measurement made by the consultant or approved by him, shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record and drawings, the contractor shall prepare records and drawings, and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct

## **11. SETTLEMENT OF DISPUTES:**

### **11.1 MATTER TO BE SETTLED BY OWNER:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the Contractor to owner and owner shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter, the decision for which is specially provided for by these or other special conditions to be given and made by owner or by the consultant on behalf of owner are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same, or on any other grounds or for any reason and shall be without Appeal.

## **12. NOTICES**

### **12.1 SERVICE OF NOTICE ON CONTRACTOR:**

All certificates, notices or written orders to be given by owner or by the consultant to the Contractor under terms of the contract shall be served by sending by post or delivering the same to the Contractor's place of business or such other address as the Contractor shall

nominate for this purpose.

- 12.2 **SERVICE OF NOTICE ON OWNER:** All notices to be given to owner under the terms of the contract shall be served by sending by post or delivering the same to Owner's address.

**TERMS OF PAYMENT:**

**FOR INDIGENOUS ITEMS**

- a) 70% of the quoted rate shall be paid for supply of items as per schedule of work at site against production of invoice.
- b) 15% shall be paid after satisfactory installation.
- c) Balance 12.5% on handing over the after successful commissioning.
- d) 2.5% will be deducted from running/final bill towards security deposit which will be released after defect liability period of three years from date of commissioning and handing over of units.
- e) An invoice in this respect has to be submitted incorporating the GSTIN of KSFDC and the contractor.

**IV. SPECIAL CONDITIONS OF THIS TENDER**

- 1. The existing panel will be utilized for power incoming to the inline fan units in the respective locations in the AHU room. Termination and wiring to the unit shall be carried out by the contractor. All the inline fan units shall have starters.
- 2. Sealing with gypsum board / insulation material wherever required as per site conditions for the proper functioning of the system shall be a part of air distribution system no separate measurement will be given
- 3. The supply of all the materials shall effected and billed according to owner's instruction. The price shall be valid during the currency of this contract period.
- 4. Only companies with proven competence shall be awarded this work.
- 5. It is also proposed to entrust the maintenance of this system by AMC after the defect liability period. Hence the amount quoted will be important with respect to evaluation. This amount will also be considered for evaluation of tender. However, this price will not be added to the grant total price to arrive at the tender value.
- 6. All items mentioned, as Rate only shall be quoted irrespective of nil quantities like ducting, grills, insulation etc. The Tenderers shall carry out the same at these rates if called for.
- 7. If the Contractor is required to work at off hours in order to complete the work within the Time schedule, the Contractor shall provide and maintain at his own cost sufficient light to enable to work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night/ off hours work.
- 8. The Contractor shall also post a qualified senior and well-experienced Engineer as Project Manager at the site for all the working days until the completion and successful handing over of the plant.
- 9. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the owner taking care to cause minimum amount of noise and other nuisance at the site.



10. Complete time shall remain unaltered for whatsoever reason and penalty as per tender shall be levied irrespective of any reason at the same time.
11. Penalty will be applicable as per detailed bar chart to be provided by contractor and to be agreed by the owner. For this weekly review will be carried out as per the format to be submitted by the owner to the successful contractor.
12. There are different logbooks and formats to be maintained by the contractor which will be issued immediately to the successful contractor.
13. Only machine/site fabricated ducting shall be approved. The owner reserves the right to choose the product from the approved makes which will be confirmed on finalization of the contract.
14. A detailed list of engineers, supervisors and project management team shall be furnished which shall remain unaltered till the completion of the project.
15. The contractor should take all safety precautions for workers and equipment during the execution period.
16. The owner reserves the right to choose the product from the approved makes which will be confirmed on finalization of the contract.
20. Defects, if any noticed within the specified defects liability period from the date of completion of the work shall be rectified by the contractor on his cost.
21. Security of all materials stored at site shall be the sole responsibility of the bidder.
22. Tenderers shall offer their prices exactly as per bill of quantities.
23. The contractor should furnish all the details asked in Section - 5 Technical Data in the tender book itself. Tenders not properly furnishing these details will be rejected.
24. The contractor should co-ordinate with electrical contractor and completion certificate of AC related electrical works.
25. Quantity variation might occur as per site conditions at the time of execution or due to rerouting or changes which may be required at site no additional work order will be given for the same. Final quantity and billing may be done after installation & measurements for the extra quantities installed.
26. Contractor will be responsible for all the works and should check all designs submitted. The contractor should point out the changes if any, to the Engineer KSFDC at the time of approval.
27. Tender & price validity – 60 days from the date of issue of agreement.

### **Scope of Work**

TOILETS Ventilation can have Independent inline fan for Basement 1 & 2 Toilets with necessary ducting and exhaust Grills. Both fan located in AHU room and discharge connected to the existing discharge duct. Existing discharge duct with a new plenum and back draft damper. Exhaust air discharged to Ground floor chamber and this to be modified such a way that Rain water not to enter in duct. Fresh air for each Toilet to be taken from lower side of the Toilet door through door Grille. (Existing holes in Toilet door to be closed- in the scope Civil work contractor)

### **GENERAL CONDITIONS OF CONTRACT:**

Once the contract is awarded, the contractor has to submit the GFC **drawings along with the electrical schematic within 3 working days** after getting the purchase order. The contractor shall submit as built drawings on completion of work before submitting the bills.

The contractor should take 3 **copies of the approved submittals**, the contractor, the client and one should be kept at site.

For completing the project within the time frame, scheduling the work is very important. The contractor should plan on the manpower and man hours required for the successful completion of the project.

<b>List Of Approved Makes</b>		
<b>Sr.No.</b>	<b>Details Of Materials/Equipment</b>	<b>Manufacturer/Supplier</b>
1	Inline Fan	OSTBERG/Krugger/Nicotra
2	GSS Sheets	Jindal /Sail/Tata
3	Aluminium Sheets	Jindal /Sail/Tata
4	Factory Fabricated Ducts	Rolastar/Zeco
5	Duct Supports/Anchor Fastners	Gripple/Hilti/Rawl Plug/Hi Tech
6	Grills/Exhaust/Dampers/Door Grills	Air Master/Dynacraft/Trox/ Systemaire/Cosmos/Ruskin Titus/Cayaire.
7	Diffuser Plenum Boxes	Air Master/Dynacraft/Trox/ Systemaire /Cosmos/Ruskin Titus/Cayaire.
8	Flexible Ducts	Atco/ Systemaire
9	DB, MCB, RCBO, starter	Legrand Lexic, Lauritz Knudsen (formerly L&T) Hager, Merlin Gerin, Siemens, C & S, ABB,
10	LT/ XLPE Cables./Flexible copper cable	Empire,V-Guard NICCO, Gloster, Universal, Polycab, Torrent, RPG, KEI.

**MANAGING DIRECTOR,  
KERALA STATE FILM DEVELOPMENT CORPORATION**

VI)

**ARTICLES OF AGREEMENT**

Articles of Agreement made on this ..... day of ..... 2025 at ----- between the -----  
----- (Hereinafter referred to as "OWNER" ..... which expression shall include his heirs,  
Executors, Administrators & Assignees) of the one part  
and..... (Herein after referred to as the "Contractor"  
which expression shall include his heirs. Executors, Administrators & Assignees) of the other part.  
Whereas 'OWNER" is desirous of t ----- And WHEREAS the said  
Drawings numbered (annexed separately) the Specifications and the Schedule of Quantities have  
been signed by or on behalf of the parties hereto. And WHEREAS the Contractor has agreed to  
execute upon and subject to the conditions set forth herein and to the conditions set forth in the  
special conditions, unit rate specifications, technical specifications & in the schedule of quantities and  
conditions of contract (all of which are collectively hereinafter referred to as the said conditions and  
forming part and parcel of this articles of agreement) the work shown upon the said drawings and/or  
described in the said specifications and included in the said schedule of quantities at the respective  
rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become  
payable there under (hereinafter referred to as the said "contract amount" ).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- 1) In consideration of the said contract amount to paid at the time and in the manner set forth in the conditions, the contractor shall upon and subject to the conditions of the contract execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities at the agreed rates.
- 2) OWNER, shall pay the contractor contract amount or such other sum that may become payable at times and in the manner hereinafter specified in the said conditions.
- 3) The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement on their part respectively in the said agreement.
- 4) The plans, agreement and documents mentioned herein above shall form the basis of this contract.

- 5) The contract is neither a fixed lump sum contract nor a piecework contract, but is a contract to carry out the work in respect of the entire works to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.
- 6) The contractor shall offer every reasonable facility for the earning out of all works relating to installations of inline fan , in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc., at his cost after the completion of such works.
- 7) 'OWNER" reserves to himself the right of altering the drawings and nature of the work by adding or omitting any items of work from the contract or having portions of the same carried out without prejudice to this contract.
- 8) Time shall be considered as of the essence of this Agreement and the contractor do hereby agree to commence the work within seven days from the date of issue of formal work order and immediately after handing over of site as provided for in the said conditions and to complete the entire works within the specified period subject nevertheless to the provisions for extension of time.
- 9) The Contractor shall indemnify and keep indemnified OWNER, against losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the works and against all claims, demand, proceedings, damages, costs charges, expenses whatsoever in respect thereof in relation thereto.
- 10) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kerala and only courts in Trivandrum Kerala shall have jurisdiction to determine the same.
- 11) All parts of this contract have been read by us and fully understood by us.

AS WITNESS OUR HANDS THIS ..... DAY OF ..... 2025

Signed by the said CONTRACTOR :

In the presence of :

Address :

Occupation :

Signed by the said 'OWNER' :

In the presence of :

Address :

Occupation :

**VII.**

**BANK GUARANTEE FORMAT**

GUARANTEE FOR RS. 50,000/- AND ABOVE IS VALID ONLY WHEN  
SIGNED BY TWO OFFICERS.

(To be stamped as an agreement in accordance with the Stamp Act in force)

**Name of Bank and branch**

**Affix Revenue Stamp of  
suitable denomination**

To

The owner

Dear Sir,

Guarantee No. \_\_\_\_\_

Amount of Guarantee Rs. \_\_\_\_\_

Guarantee cover from \_\_\_\_\_ to \_\_\_\_\_

Last date of lodgment of complaint \_\_\_\_\_

This Deed of guarantee executed by \_\_\_\_\_ Name of Bank \_\_\_\_\_ having its Central office at \_\_\_\_\_ and amongst other places, a branch at \_\_\_\_\_ (hereinafter referred to as 'the Bank') in favour of \_\_\_\_\_ Name of Contractor \_\_\_\_\_ (hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the request of \_\_\_\_\_ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the Guarantee shall remain in full force upto \_\_\_\_\_ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served to the Bank on or before the \_\_\_\_\_ (Last date of claim \_\_\_\_\_).

SUBJECT TO AS AFORESAID.  
(Main Guarantee matter may be  
typed hereafter)

FOR THE BANK

Signature of Authorised  
official

Whereas \_\_\_\_\_ (hereinafter called and referred to as "OWNER") has placed a Work Order No. \_\_\_\_\_ with M/s \_\_\_\_\_ (name and address of the contractor) (hereinafter referred to as the "Contractor") for the work of \_\_\_\_\_ for OWNER.

And whereas it is one of the conditions of the said Work Order that the Contractor shall either remit a sum of Rs. \_\_\_\_\_/- (Rupees in words) or furnish a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees in words) as SECURITY DEPOSIT for the due fulfillment of the said Work Order by the said Contractor. In consideration of the OWNER having agreed to accept a Bank Guarantee towards Security Deposit in lieu of the Cash Deposit in accordance with the Terms and Conditions of the above Work Order, we \_\_\_\_\_ (name of the Bank) (hereinafter referred to as the 'Bank') do hereby undertake to pay the OWNER on demand any sum or sums from time to time demanded by the OWNER upto a maximum of Rs. \_\_\_\_\_/- (Rupees in words) being the amount of security

deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the OWNER by reason of any breach by the said Contractor or any of the terms and conditions contained in the said Work Order.

We, the said Bank do hereby undertake to pay the amount so demanded by the OWNER without any demur merely on a demand from the OWNER stating that the amount claimed is due by the way of loss or damage caused to or suffered by or would be caused to or suffered by the OWNER by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the OWNER under or by virtue of the said contract have been fully paid and its claim satisfied or discharged and the Terms and Conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We, the Bank, further agree with the said OWNER that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the OWNER and the said bank shall not be released from its liability under these presents by any exercise by the OWNER of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the OWNER or any indulgence by the OWNER to the said contractor or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the OWNER or the said Contractor nor shall, this guarantee be affected by any change in the constitution of the OWNER or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until \_\_\_\_\_ 2028 If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. \_\_\_\_\_ (Contractor) on whose behalf this guarantee is issued. Unless a claim or demand in writing is made against the Bank under this Guarantee before the expiry of the aforesaid date, i.e. before \_\_\_\_\_ 2028 or such extended period if any, all the Owner's rights under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the OWNER in writing. This Guarantee shall be treated as an unconditional Guarantee and the Contractor shall have no right to object or obstruct in any way the enforcement of this guarantee.

Notwithstanding anything contained hereinbefore, our liability under this Guarantee shall be limited to an amount not exceeding Rs. \_\_\_\_\_ (Rupees in words), and the Guarantee shall remain in force until \_\_\_\_ 2028, and unless the Guarantee is renewed or a claim is preferred against the Bank on or before the aforesaid date of \_\_\_\_\_ 2028, all rights of the OWNER under the Guarantee shall cease and the Bank shall be released and discharged from all liabilities there under.

Place  
Date  
Signature  
Seal