SPECIAL CONDITIONS OF CONTRACT AND INSTRUCTIONS TO THE TENDERERS

1. The details of work to be done are given in the Schedule. The tenderer should be well conversant with all technical aspects of this work and previous experience with proven record in carrying out similar works timely as per Schedule will be considered as an added advantage when finalizing the offer.

2. The cost of Tender form / Bid document fee is **INR 2,950/-** (including GST). This is a non-refundable remittance. The EMD of **INR 27,000/-** should be in the form of DD in favour of Kerala Cricket Association, Thiruvananthapuram, payable at Thiruvananthapuram and Bid Document fee should be remitted to the ***A/C No. 13800100303237 IFSC: FDRL0001380 Bank: Federal Bank Ltd., Palarivattom, Ernakulam Branch*** and downloaded bank payment receipt should be submitted along with the Tender.

3. An Agreement in Kerala Government stamp paper worth Rs.200/- must accompany the bid in the appended form duly filled up and signed by the tenderer, failing which the tender is liable to be rejected. The hard copy of all bid documents along with the original bid agreement should be sent to the Tender Inviting Authority in a sealed cover so as to reach the office of the Tender Inviting Authority before the scheduled date of opening of bid.

4. The Tender should be considered firm for acceptance for a period of 3 months from the date of opening of Tender. No withdrawal of Tender or altering of quoted rate will be allowed during the firm period.

5. Each tenderer shall carefully examine the Specifications and Conditions of Contract before submitting the Tender.

6. Each Tender shall contain the name, residence and place of business of the person or persons submitting the Tender and shall be signed by the tenderer. Tender by partnership shall furnish the full names of all partners.

7. Relatives of the KCA officers connected with the execution of the work are not eligible for tendering. If the tenderer is found related to any KCA employee having charge or control over the work, his Earnest Money will be forfeited and contract cancelled.

8. The Contractor shall commence the work immediately upon execution of the agreement on Kerala Government stamp paper of ₹500 value with KCA, along with submission of the Security Deposit as specified in the Contract Data, in accordance with the orders of the undersigned. The work shall be completed in all respects within the stipulated period of completion.

9. If the Contractor fails to commence the work within specified time or not completed the work on the specified date of completion (i.e. including duly sanctioned extension, if any, without any fines or recovery towards liquidated damages), recovery against liquidated damages as per agreement will automatically be enforced subject to a maximum of 10% of estimated amount of work or contract amount whichever is higher from any amount due to the Contractor. If this amount is not sufficient, this will be recovered by way of prevailing law in force.

10. If any additional item of work has to be done for the proper/satisfactory completion of any item of the work as envisaged by this contract in the opinion of the Engineer-in-charge which is not mentioned in the Schedule of Work or elsewhere, the Contractor has to do the same at his same quoted rate. The rate quoted shall include all such expenses and no other claim in this regard will be allowed in any manner.

11. After awarding the work, the Contractor should submit a programme/work schedule for the work on fortnightly basis for the total period of work (duration of work). The work shall be commenced immediately after executing the agreement and shall be completed within ***3 months positively.***

12. The Contractor or a person, duly authorized by the Contractor and technically competent shall be present at site during the course of execution of work. The letter, authorizing the person shall be submitted to the Engineer-in-charge prior to the commencement of work.

13. The programme and scheduling of work may have to be made and modified to suit the progress and programmes of such other contract agencies involved in the execution of similar work at the site.

14. The Contractor shall be responsible for maintaining good order in the work site and shall employ such officers, watchmen or persons as may be required. Unauthorized persons may be excluded from the work site. The Contractor shall ensure that the work and peaceful atmosphere in the above place is not disturbed due to the work carried out at site.

15. Each and every Contractor should co-operate fully with all other agencies, who have undertaken work in the same compound.

16. All features including necessary labour for carrying out field tests shall be provided by the Contractor without any extra cost.

17. The Contractor shall pay his own labourers the minimum wages as applicable in the area plus fringe benefits and other customary benefits that are or may become payable in the locality. As such, increase in the minimum wages, fringe benefits and other customary benefits that the Contractor may have to pay from time to time either based on conciliation or otherwise will not be reimbursed by the KCA.

18. The Contractor will have to make his own arrangements for the accommodation of his staff and workers.

19. The Contractor will be required to carry out the work during normal working hours on working days only.

20. The contractor shall ensure that all works are carried out in compliance with the approved building standards, applicable codes, statutory regulations, and project specifications.

21. All duties, taxes such as GST, Income Tax, recovery towards Construction Workers Welfare Fund etc. will be recovered from the bill at the rates prevailing at the time of payments in force. Any other statutory recoveries that are to be deducted from the bill as per the Government Order will be affected without any notice.

22. The Contractor shall be responsible for obtaining all statutory approvals, permissions, and NOCs required from the Geology Department, Panchayath, and other relevant local authorities for the execution of the work. The actual fees paid towards such approvals shall be reimbursed by KCA upon submission of original receipts and supporting documents.

23. The Contractor will be required to execute extra items of work also if found necessary during the course of execution. Extra items will include only items of work highly necessary for the proper execution and completion of the work and were not provided for in the Original Contract. Extra items of work shall be taken up only on written instructions of the Engineer-in-charge.

24. The rates for extra items will be worked out based on the DSR at the time of inviting the bids, irrespective of the time of execution of the extra items of work. This means the rates of

labour, materials and other charges shall be same in the schedule of rates on which the tender was based. The rate once fixed for an item will not be varied during the currency of the contract. The rates for the extra items are worked out based on the schedule of rates, applicable to the original accepted schedule. This means revision or increase of labour charge, cost of materials and other charges, if any, will not be considered for calculation of rates of extra items.

25. The Contractor has to maintain facilities at site for First Aid including adequate supply of sterilized dressing and cotton wool in a readily accessible place. The Contractor shall report all cases of accidents to the Departmental Officers and the Police, immediately after such accident occurs. He will also have to arrange medical aid necessary, any pay such as compensation as is payable according to Workmen's Compensation Act at his own risk and cost. The KCA reserves the right to withhold reasonable amount from the Contractor's bill towards such payment till the issue is settled. The KCA will not pay any such compensation or medical claim or any other type of claims on any ground.

26. The machinery, equipment and other valuable materials of the Contractor (if any) at work site as well as the labourers engaged for the execution of the work shall be insured by the Contractor, so that claim towards the loss/damage/accident as the case may be, due to the 'Act of God' etc. can be taken up by the Contractor with the Insurance Company for getting his claims. No such claims will be entertained by the KCA.

27. No compensation will be given to the Contractor due to the delay from the part of KCA in supplying materials if any and in providing facilities for the work. Also, no claim for revision of rates will be allowed for the delay in completing the work due to the delay in supplying departmental materials if any and only extension of period of completion will be granted.

28. The undersigned is not bound to accept the lowest offer and reserves the right to reject any offer without assigning any reason whatsoever. Also, the undersigned is empowered to change specifications, whenever found necessary.

29. The quantity stated in this Schedule is only approximate and the same can be increased or decreased as per the actual necessity at site. The Contractor must execute the quantity of work actually specified by the agreement authority during the course of this work without any change in agreed rate. The Tender should be quoted accordingly.

30. The prospective bidder shall satisfy the Tendering Authority regarding their financial soundness and technical capability to successfully execute works of a similar nature. If the

successful bidder after issuing the work order fails to execute the work with due diligence as per the accepted time schedule, then the agreement authority will be at liberty to take out from the Contractor, such quantities as deem fit and necessary and assign such work with any of the contractors executing similar work at the risk and cost of the defaulted contractor from whom the work had been taken out.

31. If any loss results to the KCA due to the fault of tenderer to pay the requisite deposit, sign contract agreement or start the work, the same will be recovered from him any way including through revenue recovery proceedings. The KCA reserves the right to recover from the Contractor or tenderer any amount due to the KCA on this contract as well as by other transactions.

32. The tenderer must go through all the conditions stipulated above and make themselves thorough with them before submitting the Tender.

33. Any doubt regarding any clause/sentence/phrase of these Tender documents should be made cleared from the office of the undersigned before submitting the Tender.

34. The Contractor shall execute an additional quantity of 25% over the agreed quantity, if ordered by the agreement authority. If the Contractor fails to complete the work as stated in the approved construction schedule, the KCA will invoke liquidated damages clause and penalty will be recovered at the rates proposed.

35. The contract shall be governed by the laws of India and Kerala for the time being in force and be subjected to the jurisdiction of the Courts in Thiruvananthapuram

36. The prospective tenderers shall furnish copy of Permanent Account Number (PAN), Income Tax clearance certificate& GST registration certificate with digital signature duly affixed along with the tender.

37. Relatives of Board officials associated with the tendering, supervision, or execution of the work shall not be eligible to participate in the tender. If any bidder is found to be related to a Board employee having charge of, or control over, the work, the bidder's EMD /Performance guarantee shall be forfeited and the contract, if awarded, shall be liable to cancellation.

38. The Contractor should keep a register for entering each day’s work force with name and address of each person (on daily basis). This register should be closed on each day by totalling

each category of work force. This register should be produced at any time for verification before the departmental officers.

39. The area under work is going on is in the prohibited region, and hence, person other than noted in the register will not be allowed at the work spot. Necessary gate pass will be issued to each on the written request of the Contractor. A copy of photo identity card should be submitted for issuing the gate pass.

40. In the event of an accident to the workman the contractor should immediately report in writing the matter to the concerned departmental officer and to the Police and the labour department. He shall arrange for medical aid and shall pay such compensation to the concerned parties as in payable according to workers compensation act, if on any account such compensation is paid by the KCA it shall be recovered from the contractor concerned by the deduction from any amount due to the contractor from the KCA by virtue on this contractor or otherwise.

41. The bidder shall quote the rates exclusive of GST. All other conditions which are in force in KCA shall be binding on this contract also.

Declaration

I have read and understood fully the implications of all the conditions before submitting the Tender.

Name and Signature:

Address of the Contractor:

Date :