

**No. 4281/T1/18/KSFDC**

**Dt. 29/11/2022**

**TENDER  
FOR  
REPLACEMENT OF EXISTING CT PT UNITS  
OF  
KAIRALI SREE THEATRE  
AT  
NORTH PARAVOOR,  
ERNAKULAM**

**TENDER FOR REPLACEMENT OF EXISTING  
CTPT UNIT**

Owner : The Managing Director,  
Kerala State Film Development Corporation  
ChalachithraKalabhavan  
Vazhuthacaud  
Thiruvananthapuram

EMD : 1.5% of Quoted Amount.

Cost of Tender form : Rs.590/-

Time of completion : one week for supply of materials including testing  
one day for shutdown work

Date of receipt of tender : 09.12.2022at 3.00 P.M.

Date of opening of tender : 09.12.2022at 3.30 P.M.

Issued to : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 1. TENDER NOTICE

### 1. NOTICE INVITING TENDER

1.1 Sealed tenders are invited for registered "A" Class Electrical Contractor by The Managing Director. Kerala State Film Development Corporation, ChalachithraKalabhavan, Vazhuthacaud Thiruvananthapuram-14 (hereinafter referred to as the 'OWNER' for the Replacement of existing CT PT unit at Kairali Sree theatre North Paravoor, Ernakulam Dt.

1.2 Tenders are to be submitted in the tender form which can be had from the office of KSFDC at Trivandrum on payment of Rs.590/- or downloaded from our website "www.ksfdc.in" in which case cost of tender form has to be enclosed by way of DD for Rs.590 favoring KSFDC payable at Thiruvananthapuram, without which tender will be rejected.

1.3 Tenders shall be accompanied by EMD by way of DD favoring KSFDC payable at Thiruvananthapuram, without which tender will be rejected. Separate DD shall be provided for Tenderform cost & EMD.

1.4 Sealed tenders should be addressed to The Managing Director. Kerala State Film Development Corporation, ChalachithraKalabhavan, Vazhuthacaud, Thiruvananthapuram-14 superscribed with TENDER FOR THE REPLACEMENT OF EXISTING CT PT UNIT AT KAIRALI SREE THEATRE, NORTH PARAVOOR, and to be received on or before 3 P.M on 09.12.2022

1.5 The owner reserves the right to reject all or any of the tenders and to accept in whole or part of any of the tenders without assigning any reason for so doing.

1.6 The successful tenders will be required to sign an agreement in a form approved by the Owner for the fulfillment of the contract. Both the written acceptance of the tender by the Owner will constitute a binding agreement between the Owner and the person so tendering whether such formal contract is or is not subsequently entered into.

1.5 a) Income-tax and works contract tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

b) All statutory payments in connection with the employment of the workmen for this work will be borne by the contractor.

### 1.6 PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a period of 60 days from the date of opening of the tenders.

### 1.7 INSPECTION OF SITE

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches etc. before quoting his rates. No claim whatsoever should be entertained later on the plea of any difficulties involved in the execution of work, which was or was not foreseen by the tenderer.

## 1.8 ALL INCLUSIVE RATES

The contractor's rate must be firm and include the cost of all materials, transportation of material to the site, all taxes such as GST, service tax, Excise and 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 claims for extra Sales Tax, Excise duty, Service Tax Construction tax or any additional tax etc. shall not be entertained in any case whatsoever once tenders are opened.

## 2. GENERAL TERMS AND CONDITIONS

2.1 For this contract and subsequent contract, unless inconsistent with or otherwise indicated by the context, the following terms shall have the meaning defined here under: -

2.1.1 `The Owner` shall mean The Managing Director, Kerala State Film Development Corporation, Chalachithra Kalabhavan, Vazhuthacaud Thiruvananthapuram, or her duly authorized representative to deal with matters regarding this work on her behalf.

2.1.2 `Tenderer` shall mean person, firm or corporation who has submitted a tender against invitation to tender and shall include his legal representative, successors and assigners.

2.1.3 `Contractor` shall mean person, individual or firm or company whose tender with or without later amendments has been accepted and to whom a letter of intent/work order has been issued.

2.1.4 `Contract` shall mean and include the tender notice/invitation to tender, the tender and all pertaining documents, the letter of intent, the purchase order, the correspondence exchanged after receipt of tenders and before issue of the letter of intent, the drawings, technical specifications and standard relating to the contract work and the formed agreement executed by the successful tenderer/vendor with the purchaser.

2.1.5 `Work/works` means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be done by the contractor as per the direction of Engineer in charge.

## 2.2 GENERAL CONDITIONS OF CONTRACT

The following general conditions of the contract shall be read in conjunction with the Special Conditions of the contract. The following clauses shall be considered as extent and not limitations of the obligations of the contractor.

2.2.1 Tenderer should quote both in figures as well as in words the rates and amount tendered by him for each item in such a way that interpolation is not possible. All corrections and alterations in the entries of tender papers will be signed in full by the tenderer with the date. The tenderer shall sign at the right hand bottom of each page of the tender document.

2.2.2 The tenderer should submit a statement along with his tender giving details of the tenderer's previous experience of similar work of comparable nature, also the type and size of the organization owned by him.

2.2.3 Tenders which are incomplete in any respect are liable to be rejected.

### 2.2.4 EMD/PERFORMANCE GURANTEE/SECURITY DEPOSIT

i) The successful tenderer shall within seven days from the date of letter of intent deposit 5% awarded contract value as Performance Guarantee by DD favouring of KSFDC Ltd payable at Trivandrum for the fulfillment of the contract.

ii) EMD of the successful tenderer can be converted into security deposit for the work and balance amount need only be deposited for security deposit. If the contractor fails to execute the work as specified or if he abandons the work, the security deposit shall be forfeited.

The security deposit will be refunded to the contractor after the expiry of the defect liability period from the date of completion of the work.

iii) Tenderer should deposit EMD of 1.5 % of the tendered amount as prescribed in the tender along with the tender in favour of KSFDC. If the tender is finalized the corporation reserves the right to convert the EMD as performance guarantee and the balance towards performance guarantee (1.5 % of the contract amount) shall be submitted by the successful tenderer in DD favouring KSFDC LTD, payable at Thiruvananthapuram before signing the agreement. In addition to performance guarantee, security deposit for the work shall be collected by deduction from the running or final bill of the contractors @ 2.5% of the gross amount of each running and/or final claims. This will be released only after the defect liability period expires from the date of commissioning of the equipment supplied.

iv) GST, sales tax, KCWW fund, ESI contribution etc. at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

v) All statutory payment in connection with employment of workmen for this work will be borne by the contractor. The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

## 2.2.5 INSPECTION AND TESTING

Owner/authorized representative shall have all powers to inspect any portion of the equipment, examine the materials and workmanship of the contractor's work at the site or any other place.

## 2.2.6 MATERIALS, TOOLS AND PLANT

All materials required for the execution of the works other than those mentioned in the Special Conditions shall be supplied by the Contractor. Materials so supplied shall have the approval of the Consultant 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.

## 2.2.7 Tollages etc

The contractor shall pay all tollages and other royalties, rent and other payments or compensation, if any for getting all the materials required for the works.

## 2.2.8 Supplying requisite agency with necessary equipments for setting out and of facilitate checking of accuracy as and when necessary should be the contractors responsibility and no extra cost will be paid for that.

## 2.2.9 Temporary fences, shelters, watchman, danger signals and such other precautions as are necessary for the protection of materials and to protect the public and properties of public as well will include in the rates quoted by the contractor.

## 2.2.10 The work site should be always kept clean of unwanted materials, rubbish etc., and all necessary safety precautions should be taken by the contractor as safety rules.

## 2.2.11 The final clearing will include dismantling and removing all the temporary structures put up by the contractor from the premises and cleaning off the area of work so as to make it neat and tidy to the full satisfaction of the Owner.

## 2.2.12 REJECTION OF DEFECTIVE EQUIPMENT & MATERIALS

If the equipment or any portion of materials thereof before it is taken over, is found to be defective or fails to fulfill the extent of the requirements, the contractor on receipt of a written notice from the Owner, shall forthwith make good the defective materials within the stipulated period mentioned in the written notice or replace the equipment at no extra cost. Any damage caused during the transit testing etc. shall be made good by the Contractor without any extra charges.

### 2.2.13 MAINTENANCE

For a period of twelve months commencing immediately after taking over of the work by the "Owner" 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 the "Owner" 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 urgently. If any defects be not remedied within a reasonable time the "Owner" may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights which the "Owner" may have against the contractor in respect of such defects.

### 2.2.14 DEFECTS LIABILITY PERIOD

Any defect developed within `Defect Liability Period` of twelve months will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, consultant/ "Owner" or their representative shall get the work done at the risk and cost of the contractor.

### 2.2.15 Work Treated as complete

- i) The site is clear from all materials, site shed, etc. and the consultant is satisfied with the job done by the Contractor.
- ii) The contractor has submitted the reconciliation statement regarding the stores received from the "Owner" and all the surplus and salvaged materials are returned to the stores
- iii) All equipment, tools, plant taken from the "Owner" has been returned by the contractor.
- iv) Any other material, taken on loan/transfer from other agency has been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.
- vii) The works shall not be considered as complete until the consultant has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

### 2.2.16 BY LAWS

The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received.

#### 2.2.17 COMPLETION TIME

The work covered by the contractor shall be executed in accordance with the drawings within 1week from the date of award of work.

#### 2.2.18 EXTENSION OF TIME

If the contractor shall desire extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Owner.

#### 2.2.19 QUANTITIES

-Deleted-

#### 2.2.20 MEASUREMENT 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 the "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 Consultant. If the contractor fails to accompany the "Owner" for measurements, then he shall be bound by the measurements taken by the "Owner".

#### 2.2.21 POWER TO MAKE ALTERATIONS

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

Such alterations, omissions, additions, substitutions shall not invalidate the contract. Any altered additional or substituted work which the contractor may be required to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main works was agreed to be done and at the rates derived according to clause 2.2.21

#### 2.2.22 EXTRA ITEMS

Any Extra items will be included in the scope of Contractor.



### **3. SPECIAL CONDITIONS**

- 3.1 Time is the essence of the contract. Time of completion allowed is 1 week
- 3.2 Tender shall be opened on 09.12.2022 at 3.30 PM
- 3.3 The letter of intent shall be issued soon followed by the formal work order.
- 3.4 Only first quality materials shall be allowed for the work. The MAKE of all materials shall be got approved by the Owner/Engineer in Charge before supplying for the work.
- 3.5 Contractor has to prepare all necessary drawings and submit to the Kerala State Electricity Board and Kerala State Electrical Inspectorate for clearance within 2 days of award of work. Owner shall give basic drawings of all installation. Necessary follow up action shall be taken by the Contractor to obtain the clearance from the Electrical Inspectorate and Electricity Board.
- 3.6 On completing the installation, the completion certificate shall be issued to the Kerala State Electrical Inspectorate for approval. The observations/comments issued by the electrical Inspector have to be rectified at no extra cost.
- 3.7 Owner, shall pay all statutory fee for the above works. Which shall be reimbursed after submitting the original receipt. All other cost shall be included in the offer.
- 3.8 The test certificate of all equipment has to be submitted to Owner on completion of work.
- 3.9 The payment shall be made as under: -
- i) 70% of the value of goods supplied/work executed at site, shall be made immediately after supply of materials/work executed at site.
  - ii) 15% of the value of goods supplied/work executed at site, shall be made immediately after completing and commissioning the equipments/work executed.
  - iii) 10% after rectification of defects, energizing the complete system to the full satisfaction of Owner.
  - iv) Balance 5% after a defect liability period of 12 months.
- 3.10 The rates quoted by the contractor shall include cost of all materials, conveyance, labor supervision thereof, hire of all tools and implements, incidental charges and all that is required for the complete work.
- 3.11 The contractor is expected to visit the site and study the probable routes of transportation of material to the site before quoting.
- 3.12 All the items of the work are to be executed as per relevant IS specifications.
- 3.13 The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offer with deviation or request for deviation is liable to be rejected.

3.14 The guarantee shall be 12 months from the date of handing over the installation duly energized.

3.15 The contractor has to prepare a time schedule for the complete work in detail and submit to Owner.

#### 4. PARTICULAR SPECIFICATION

##### 4.1 SCOPE: -

The scope of work covers supply and installation USS, cables as indicated in the schedule and earthing as per standards. All necessary clearance shall be obtained from authorities and service connection obtained to the satisfaction of the owner.

##### 4.2 GENERAL

Work shall be carried out in accordance with specification local rules. Indian Standard Code of Practice No.IS:732-1963. Definition of terms shall be as in the I.E. Rules.

##### 4.4.7 VOLTAGE TRANSFORMER/ CURRENT TRANSFORMER

Shall be tested at TMR Unit of KSEB.

#### 5. Submission of tender:

All the pages of the tender form shall be signed by the tenderer affixed with seal and submitted along with

- i) Cost of tender form by way of DD.
- ii) EMD by way of DD
- iii) Copy of A class contractor's license

#### **RECOMMENDED MAKES OF MATERIALS**

<b>No</b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>RECOMMENDED MAKE</u></b>
1	CT, PT	Intrans, Indus, ResiTech.

## PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement executed on this .....day of ..... **Two thousand TwentyTwo** between **THE MANAGING DIRECTOR KERALA STATE FILM DEVELOPMENT CORPORATION LTD. (KSFDC), VAZHUTHACADU, THIRUVANANTHAPURAM** (Hereinafter called owner) on one part and ..... (Name and address of the Tenderer) (Hereinafter called the Bounden) on the other part.

Whereas in response to the Tender notification no. .... dated ..... the bounden has submitted to the KSFDC a Tender for the **Replacement of existing CTPT units of Kairali Sree Theatre at North Paravoor**..... specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the KSFDC a sum of Rs. .... as earnest money for the execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the KSFDC.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the KSFDC and the contract ..... for ..... is awarded to the bounden, the bounden shall within 2 days of acceptance of his tender execute an agreement with the KSFDC incorporating all the terms and conditions under which the KSFDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KSFDC shall have power and authority to recover from the bounden any loss as determined by the KSFDC by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sum found due to the KSFDC under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the KSFDC may deem fit.

In witness whereof the Kerala State Film Development Corporation and Shri. ....the bounden have hereunto set their hands on the day and year first above written.

Signed by : .....

In the presence of witness

1. ....

2. ....

Signed and delivered by Sri....., Contractor.

In the presence of witness.

1.....

2.....

<b>KERALA STATE FILM DEVELOPMENT CORPORATION LIMITED</b>					
Kairali Sree Theatre North Paravoor					
Replacement of Outdoor CT,PT Units					
<b>Schedule</b>					
SL NO	Description	Qty	Unit	Rate	Amount
1	Supply, Installation, Testing and commissioning of new outdoor type pole mounted CT/ PT Unit with 3nos of CT's with CT Ratio. 10/5A, CL 0.2s, 15VA, 1 no PT, 11 KV/110V, CL 0.2, 100 VA, burden etc. and Dismantling of Old CT/ PT Unit complete as required on the basis of buyback method. (Statutory Fees for Testing CT/PT at TMR can be reimbursed on production of original Receipts)	1	LS		