

KERALA WATER AUTHORITY



**Deposit Work – Ernakulam District Panchayath 2019-20 -
Providing pipe line in Maniyanthadam SC colony from GLSR to
Booster Pump house Manyanthadam(Part I)**

e-Tender No. 51/2020-21/EE/PHDN/MVPA

NOTICE INVITING TENDER

OFFICE OF THE EXECUTIVE ENGINEER

P.H. DIVISION

KERALA WATER AUTHORITY

MUVATTUPUZHA

KERALA STATE

Tel : 0485 – 2832350

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G.W.D

FORM NO. 83

NOTICE INVITING TENDERS FOR WORKS

**OFFICE OF THE EXECUTIVE ENGINEER
P.H. DIVISION, KERALA WATER AUTHORITY
MUVATTUPUZHA ,KERALA STATE
Tel : 0485 – 2832350**

Electronic tenders are invited for and on behalf of Kerala Water Authority from registered contractors of the Authority Class A to D license for the work of **“Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(Part I)”**The items and sub-heads of works to be done are enumerated in the Subjoined Schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A contractor may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.

1. All works shall be done in conformity with the specification and condition of contract in force in the K.W.A. in case of schedule rate contract tenders must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head quoted rate may be made. The rates quoted shall be inclusive ones covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shorting, bailing, from work scaffolding etc. 'The rates quoted shall be inclusive of sales tax'.
 - (a) When tenders are delivered based on contractor's alternate designs such tenders should be accompanied by a schedule of quantities of materials to be used for each item of work with completed detailed specifications and data, In such cases the benefit any savings in the quantities of materials actually used up under each item of work during execution will accrue to the department.
 - (b) The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever.
2. Tenders which are not submitted in the prescribed form shall be summarily rejected. **Tender schedule in format A & B should be submitted electronically only.** The tenderer shall also upload all supported documents and all pages of the NIT in proof of the understanding and acceptance of all the tender conditions.

The tender as detailed in earlier paragraphs should be submitted electronically before **3.00p.m.** on such date prescribed as the last date for the up linking of tender. The hard copy of tender

attachments shall be submitted within **three working days of submission of bid electronically.**

The electronic tenders shall be opened at **3.00 P M. On 01/10/2020.** The bidders are advised to be present for the opening of tender or they can view the opening through the web site.

Such Officer as may be authorized in this behalf in the presence of such of those tenders of their authorized agents as may be present. In case it is not possible to open the tenders on the specified date due to any valid reason, the revised time and to date of opening of tenders will be intimated in writing to tenders.

The Total amount of each tender will be read out. the tender and all corrections in the tender will be attested by the opening Officer with dates and initial and by the tender, if present a list of corrections which remain unattested by the tender will be made and out pasted to each tender. Details of individual rates will be treated as confidential and will not be read out. Each tender should be accompanied by a receipt for an Earnest Money Deposit of **Rs.23,300/-**.The Earnest money will be accepted ase-payment.

Tenders not accompanied by such deposit or receipt will not be considered. Contractors, who have deposited permanent Earnest Money and have secured exemption from individual payments, need not do this except when special earnest money is asked to be deposited.

3. Selected contractor will be required to produce income tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.
- 5 (a) A sum equal to 4% of the value of purchasable items utilised in the work will be retained except that of department supply from each bill as advance towards SalesTax Department when the amount is finalised. Thepercentage will be worked out with reference to thecontracted value of the work whether it is below or abovethe estimate.(Ret. G. O. M. S. 229/17/td Taxes (B) Departmentdated, Trivandrum. 4-3-1997 and G. O. (MS) No. 68/86/TD (B)dated TVM. 4-6-88)
4. The tenderer shall examine closely the MadrasDetailed Standard specifications and also the standardpreliminary specifications contained therein and sign thedivisional office copy of the Madras Detailed StandardSpecification and its addenda volume in token of such studybefore submitting his tender unit rates which shall be forfinished work in site, He shall also carefully study thedrawings and additional specifications and all thedocuments which form part of the agreement to be enteredinto by the accepted tender. The Madras Detailed StandardSpecifications and other document connected with thecontract such as specifications,

5. plans, descriptive specification sheet regarding materials etc. can be seen at any time during office hours on office days in the office of the Executive Engineer. A duplicate copy of the set of the contract document can be had on **payment of rupees 2080/-** for each set.
6. The tenderer's attention is directed to the requirements for materials under the Clause 'materials and workmanship' in the 'preliminary specification' materials conforming to the Indian standard specifications shall be used on the work, and the tenderer shall quote his rate accordingly.
7. Every tenderer is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of the quarries, kilns etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from quarries or other source defined shall be used on the work. In every case the material must comply with the relevant standard specification. Samples of materials, as called for in the standard specification. Samples of materials, as called for in the standard specification or in this tender notice, or as required by the Executive Engineer's in any case shall be submitted for the Exe. Engineer's approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive specification sheet, is of opinion that materials complying with the standard or the other specification of the contract cannot be obtained he shall so state clearly in his tender and state wherefrom he intends to obtain the materials subject to the approval of the Executive Engineer. The Government will not, however, after acceptance of contract rate pay any extra charges for lead or for any other reasons in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard 'Preliminary Specification' regarding payment of seignior age, tolls etc.

Note: The department does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the tender shall get acquainted with the available means of approach to the proposed site and quote for the various items. The department shall not be liable for any claim raised later, on the plea of non-availability or non access to the site.

8. The tenderer's particular attention is drawn to the section and clauses in the standard 'Preliminary Specification' dealing with:-
 - (1) Test, Inspection and rejection of defective materials and work.
 - (2) Carriage
 - (3) Construction plant
 - (4) Water and Lighting

- (5) Cleaning up during progress and for delivery
- (6) Accidents
- (7) Delays
- (8) Particulars of payment

The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.

9. In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of **Four Months** from the date of opening the tender during which period or till the tenders are decided whichever is earlier he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

Due to departmental or administrative reason it is found necessary to keep the tender open for a further period prior consent of the tenderer shall be obtained in writing for every further period of one month.

10. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him the tenderer shall deposit a sum which together with Earnest Money Deposit shall make up the balance of 5 (Five) percent of the probable value of contract subject to a maximum of Rs. 3,00,000/- (Three Lakhs only) and it shall be treated as security for the proper fulfillment of the work in the P.W. Schedule Form, if he fails to do this or in the case of P.W. Contractors maintain & specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disclosed of. If as a result of such measures due to default of the tenderer to pay the requisite deposit, sign contractors or take possession of the work, any loss to Government results, the same will be recovered from him as arrears of revenue, out should it be saving to Government, the original contract shall have a claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contractors or under the Revenue Recovery etc. or otherwise as the Government may decide.

Note: Investing in Treasury Saving Bank will alone be treated as acceptable form of security.

12. The acceptance of the tender rests with **the Executive Engineer, P.H. Division, Muvattupuzha** who does not undertake to accept the lowest or any particular tender.
13. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before **or subsequent** to the receipt of tenders due to exigencies of work, is reserved with the department.

14. Drawing schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen at the office of the undersigned on payment of a cost of Rs.....per set. It shall be definitely understood that the Government does not accept any responsibility for the correctness or competence of the schedule, that the schedule is liable to alteration by commission deduction or addition at the discretion of the competent departmental officer or as set forth in the condition or contract. The tenderer will, however, base this tender amount in the case of lumpsum tender on the basis of those quantities etc.
15. Printed Departmental forms of tender and general specifications cannot be obtained from the office of the undersigned. Tenders not submitted in such printed forms or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amount (figures not expressed in words) total of contract not entered, etc., shall be liable to summary rejections.
16. The earnest money deposit of the unsuccessful tenderers shall be refunded after the tenders are disposed of conversion of EMD into security not applicable.
17. Solicitors fee, if any to be paid to the Law Officers of Government for scrutiny of drawing up agreements will be paid and the same recovered from the successful tenderer.
18. Tenderers must also state in their tenders if they are prepared to carry out at their tendered rates such portion or portions of the work as may finally be allotted to them by the Officer deciding tenders.

 Note: The department reserves the right to allot such portions of the work included in the tender at the rates quoted by the tenderer in the absence of specific noting by the tenderer to the contrary against clauses 4 on page 5 of tender (G.W.D. Form 84). Such allotment shall not vitiate the acceptance and the tenderers shall indemnify Government, against any loss to Government; due to failure on the part of the tenderer to carry out such portion of the work allotted to him at the rates quoted by him.
18. (a) The successful tender will have to carry out 25 percent more of the estimated quantity of every item at the agreed rates.
19. Any queries/doubts, which the tenderers may have on the scope of work or tender conditions shall be cleared through email/website. No queries sent to the tendering officer will be answered after specified date. Any decision regarding changes in NIT conditions/scope of work taken by the tendering authority shall be final and the same will surpass the original conditions.

20. The work should be completed in all respects in **four months** from the date of order to start work is issued.

21. Payment on lumpsum basis or by final measurement at unit prices.

- a) Final measurements need not to be taken unless either the Contractor or the Executive Engineer claims extras to or deductions from the quantities of Schedule A.
- b) In case final measurements are claimed they shall be taken only for those items for which either the contractor or the executive engineer claims final measurements and the quantities of the remaining items in schedule A shall be accepted as correct. The lumpsum amount mentioned in the agreement will then be varied by addition there to or deducting therefrom as the case may be the difference (if any), between the amounts mentioned in Schedule A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement as aforesaid.
- c) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less withheld amount and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.
- d) Payment for addition and deductions or omission.

No authorized variation shall vitiate the contract but addition and omissions shall be measured and dealt with in accordance with Clause 23 (b).

- e) Items of work not expressly or impliedly described in the schedule, plan or specifications be treated as 'extra'. The bill includes only items of work which through highly necessary for the proper execution of the work and for its completion were not provided for in the original contract.

1. The execution of an extra item of work and payment therefore will be based on the following conditions:-

- i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Engineer before its commencement.
- ii) If the contractor finds, after examining the specifications and plans that extras are involved he should give notice to the Engineer to this effect and shall proceed with the execution of the extra items, only after receiving instructions in writing from the Engineer.

2. 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.
3. The rate for extra items shall be worked out as below.
 - i) 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.
 - ii) 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. The percentage excess or deduction of the departmental estimated rate shall be applied in deriving the rates for such items.
 - iii) In the case of extra items, whether altered or substituted and for which similar items .do not exist in the contract and rate exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental daterates current at the time of ordering the extra items afterapplying the tender deduction except on cost ofdepartmental materials. Tender excess, if any, will not beapplied.
 - iv) In the case of additional items, the rates shall bearrived at on the basis of the departmental data ratescurrent at the item of ordering the extra item or the date ofcommencement of the extra item, whichever the earlier isafter applying the tender deduction except on the cost ofdepartmental materials. Tender excess, if any, will not beapplied.
 - v) In the case of extra items, whether additionalaltered or substituted, for which the rates cannot be derivedfrom similar items in the contract and only partly from thedepartmental schedule or rates, the rate for such part orparts of items as are not covered in the schedule of ratesshall be determined by the Engineer on the basis of theprevailing market rate giving due consideration to theanalysis of the rate furnished by the contractor withsupporting documents, including contractors withsupporting shall be added on the departmental rate(including contractor's profit) current at the time of orderingor executing the extra items, whichever is earlier, for theother part of the item, for which rates can be derived fromthe scheduled rates.
 - vi) In the case of extra item whether additional,altered or substituted, for which the rates cannot be derivedeither from similar item of work in the contract or from thedepartmental schedule of rates the contract shall within14 days of the receipt of the order to carry out the saidextra items of work communicate to the Engineer the

- vii) rate which he proposed to claim for the item supported by analysis of the rate claimed and the department 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.
 - viii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.
4. Wherever the term 'Departmental data rate' appears, it shall mean the rate derived from the Departmental schedule of rates and shall include conveyance charge and contractor's profit.
- f) In cases in which the contractor has executed extra items not contemplated in the agreement but the rates of which require sanction of higher authority the Division Officer may in such cases, sanction advance up to an amount not exceeding 75 percent of the amount for the items at the rate worked out and certified by the Sub Division Officer. The Asst. Engineer shall in all such cases promptly record all authorised extra items executed by the contractor including detailed measurements and quantities thereof in the measurements Book. He shall neither enter any rate for the same in the Measurement Book nor include such extra items in the bill. When the bill is received in the sub Division. The Sub division Officer shall prepare a separate statement for these extra items showing the items executed, quantity of each item, rate for each item, worked out by him based on agreement conditions and amount for each item on the basis of the rate worked out by him. He shall also furnish a certificate to the effect that he has personally examined all the extra items and they are bonafide, the amount payable for these items will not be less than Rs.....(amount to be specified) and that there is no objection in paying 75 percent of this amount as a secured advance.

On receipt of the bill with the above statement and certificate, the Division Officer may make payment not exceeding the amount recommended by the Sub Division Officer as a lump sum secured for works done but not billed for.

22. The contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter touching this contract and any such power of attorney executed without such sanction shall not be recognised by or be binding upon Government or their Officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

23. No part of the contract shall be sublet without written permission of the Executive Engineer no shall transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.
24. The Executive Engineer or other sanctioning authority reserves the right to reject any tender of all the tenders without assigning any reason therefore.
25. Cement and MS/Tor rods required for the work will be supplied departmentally from the Division stores.....and their value recovered at Rsper bag of 50 kg. of cement and Rsper/Kg of MS/Tor rods Cement and rods as well as other materials so issued shall remain the property of Government though in contractor's custody and shall not be removed from the stores at work site except under written authorisation by a competent authority not below the rank of Assistant Engineer.
- In case of M.S./ Tor rods, the maximum wastage upto but not exceeding 3 percent may be allowed at the discretion of the Executive engineer in charge of the work and the recovery will be made at the rates specified above.
26. Any other materials available in Department stores if issued to the contractor will be recovered at book value or issue rate plus 20 percent supervision charges or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 32.
27. The Contractor's quoted rates shall be inclusive of seignior age, ground rent, etc., that may be payable to the owners of private quarries.
28. In making payment the total amount of the bill will be rounded off correct to the nearest rupee.
29. (a) When power rollers (which term includes steam and diesel rollers) are hired out to contractors, hire charge for the roller (which include cost of lubricating oils, grease, small stores and establishment charges but exclude cost of fuel) shall be recovered at the rate of Rs..... Per day of eight hours for the full period the roller is hired out to the contractor, including non-working days, except for authenticated periods of breakdown of the roller for the full working hours of a day that is 8 hours from 8 a.m. to 5 p.m. including one hour interval for lunch) and Sunday and other public holidays, if there is no work on those days.

The daily rate of hire fixed by the Chief Engineer shall be for a day of 8 hours of part thereof, between 8 a.m. to 5 p.m. with one hour's interval for lunch.

- (b) If there is work on Sundays and other Public Holidays, the hire charges for the rollers, shall be recovered at the rate of 1.20 times the rate of normal working days.
- (c) When power rollers are worked on any day in excess of eight hours (that is outside the normal working day between 8 a.m. to 5 p.m.) hire at the rate of 1.20 times the hourly rate applicable for that day (based on the rate for 8 hours) shall be levied for every extra hour or part thereof.
- (d) The average out-turns expected from a power roller for a day 8 hours shall be fixed by the chief Executive Engineer (B&R) for the various items or road work. A variation of plus or minus 12.1/2 percent may be allowed to this average. If the daily out-turn from the roller shall be charged at one and a half times the rate of normal hire for the day specified for the roller concerned.

However, this clause shall not be applicable in case where the variation is due to authenticated periods of breakdown of the roller or inclement weather.

- 30. A. In addition to the hire charges, necessary water, split fire wood, diesel oil, (fuel oil), or powering, as the case may be required for the efficient working of the power roller, shall be supplied by the contractor at this cost.
- 31. Value of quantities of the department materials issued for the work wither allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanctioned requirements shall be recovered at book value or issue rate plus 20 percent supervision charges, or market rates whichever is higher with sales tax and in addition specific penalty rate stipulated by the Department. Market value will be at the retail selling price of the materials in the locality of the work or the nearest market town current on the day of issue or recovery rate which is more. The Executive Engineer shall obtain the information and record within 7 days of such issue, sending a copy to the contractor. The decision of the Chief Engineer/ Suptg. Engineer regarding current market rates shall be binding on the contractor.

The cost of such unreturned materials amounting as it does to an excess over sanctioned requirements shall be recovered at book value + 20 percent or current market rate whichever is higher and in addition to specific penalty rates as may be fixed by Chief Engineer in the form of Departmental Circular Order from time to time shall also be recovered at the direction of Executive Engineer.

32. Tenders should declare that they are not related to any government servant, who is in charge or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousins of the Officer concerned. If the above condition is found to have been contravened when they tender, the earnest money/security deposit of the tenderer/ tender will be forfeited and the contract entered into will stand cancelled.
33. The contractor will provide his own tools and plant store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss damage, theft, mishandling weather or any cause whatsoever.
34. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site/ in different appendices of the schedule the lowest quoted rate will be accepted for the item in all the appendices.
35. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.

The contractor will also be liable to abide by the fair wage clause condition attached separately.
36. Empty bags of cement used on the work need not to be returned to the department stores. Value of empty cement bags will be recovered at rates fixed by the department from time to time.
37. If the department undertakes or supplies particular materials no claim for extra payment on account of delay in the supply of materials will be entertained.
38. In the case of construction of steining to wells excessive tilts any occurring to the extent which is more than the percentage allowed as per rules will have to be rectified by the contractor at his own cost and if the contractor fails to attend to the same it will be got attended to by other agency and the cost thereof recovered from the original contractor.
39. The contractor should take a license under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.

40. The contractor shall employ engineering personnel as detailed below for a period of one to two years according to the tenure of the contract paying Rs. 250 p.m. and Rs. 150 p.m. to the Engineering Graduates and Engineering Diploma Holders respectively.

Cost of Work executed

No. of personnel to be Employed.

For works costing

One Engineering Diploma

Rs. 2 Lakhs up to Rs. 5 Lakhs

Holder

For works costing from

One Engineering Graduate

Rs. 5 Lakhs up to Rs. 10 Lakhs

and One Engineering
Diploma Holder

For works costing

One Engineering Graduate

Over Rs. 10 Lakhs

and Two Engineering Diploma Holder.

41. Tenders which are not in conformity with this tender notice are liable to rejection.

42. This tender notice with the conditions stated herein will form part of the contract documents.

43. In the case of schedule contractors when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken for the purpose of the settlement of the contract. The contractor is bound to accept these rates if the contract awarded to him. Similarly in the case of percentage rates quoted in figures and words disagree; the rates noted in words will be taken for the purpose of the settlement of the contract. The contractor is bound to accept these rates if the contract is awarded to him.

44. The entries in the tender schedule issued by the department is in no way to be corrected by the tenderers and if the tenderers have to note anything they should note the same as a foot note in the bottom of the page. If any correction is made by the tenderer in the tender schedule the tenders are likely to be rejected.

45. In the case of the percentage rate contract the overall percentage rate quoted by the contractor shall not be varied on any account whatever and it shall hold good for all items done irrespective of variation in quantities.

46. The quantities provided for in the schedule may vary widely and contractor should be prepared to do any excess over the schedule quantities at his quoted rates for the works.
47. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the item of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P) No. 136/74RW. dated 8th August 1974.

Contractor

Executive Engineer

SPECIAL CONDITIONS

1. All works shall be done in conformity with the specification and condition in the contract in force in the K.W.A. The tenderer shall quote only single rate as an overall percentage above or below at the rates given in the schedule by single entry at the rates given in the schedule by single entry at the bottom of the schedule under the head "quoted rate of the contractor" by scoring out their relevant portion and attesting all the corrections. The rates quoted shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedules and all the incidental work necessary for such operations such as shoring, bailing, form works scaffolding etc. The rates quoted shall be **exclusive** of sales tax/GST whichever is applicable.
2. The rates quoted by the contractor for the various items shall be inclusive of all tools and plants required for the proper execution of work and all other incidental charges and separate claim for these will not be entertained under any circumstances.
3. The quantities shown in the schedule are only approximate and are subject to various and the contractor is bound to do additional quantities of work if found necessary at his quoted rates.
4. All the rates quoted should be **exclusive** of **sales tax/GST sales also**.
5. All corrections and insertions in the original tender or schedule whether in the printed matter or elsewhere shall be attested by the tenderer.

6. The contractor has to quote for the specification and unit noted in the schedule. No corrections of specification of unit or quantity is admissible and if they make any correction in the specification, etc. the same will be rejected.

If they have to note anything, they shall note the same as a foot note at the bottom of the page.

7. The earnest money deposit (Online) details should be attached to the tender, properly pledged, lest the tender will be rejected.
8. The contractor should note his Division Register number and amount of permanent earnest money deposited by him in his tender.
9. The contractor should produce the declaration in the form attached.
10. The contract is bound to carry out items of work which are not expressly or impliedly described in the tender schedule, plans, specifications and agreement but which are found necessary for the proper completion of the work during execution. Payment for such extra items will be made on the basis of extra item conditions vide Clause 23(c) of Form No. GWD 83.
11. For L. S. items the contractor will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items and as per condition No. 10 above the extra items but such payment will be limited to the lump sum quoted by the contractor, if he fails to quote definite L.S. rates for such items, the L. S. amount provided in the schedule will be operative in his case.
12. Roofing tiles, wire-cut bricks, surki etc., required for the work should be purchased from suppliers approved by the Store Purchase Committee.
13. Bitumen required for the work will be free of cost. The empty bitumen drums should be returned to the division store in good condition. Otherwise their cost at Rs. 10 plus sales tax drum with cost of bitumen will be recovered from the contractor.

The contractor shall return the empty bitumen/ tar drums in acceptable conditions to the Executive Engineer. Empty tar/bitumen drum in which the top lid alone is cut open and removed will be treated as acceptable to the Executive Engineer. In all other cases when the

drums are cut in irregular shape or on pieces a penalty of Rs. 10 per empty tar/bitumen drum in addition to the value of Rs. 15 per drum will be recovered from the contractor.

14. For materials issued for the work but not used and not returned to the store sales tax at the prevailing rates will be recovered in addition to the department recovery plus 20 percent storage.
15. For cement and M.S./Tor rods issued for the work but not used a penalty of Rs. 65/- per 50 Kilograms of cement and Rs. 9.00 and 9.75 per Kilogram of M.S./Tor rods will be recovered in addition to the value + 20 percent storage and sales tax.
16. It will be the responsibility of the contractor to obtain necessary land for stacking the materials for arranging the work.
17. Metal of the required sizes alone should be brought to the site of the work. Breaking boulders or rubble into metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic.

The stacks should be formed as per the standard profile current in the department.
18. Granite stone metal supplied should be sound, hard, tough and durable free from any decayed matter and of uniform colour and texture. Each piece should have sharp angular edges. The metal should not also contain any quarry dust or earth.
19. Silicious gravel shall consist of only hard nodules not more than 40 mm nor less than 6 mm dia. in any direction, scrapped from the sides and free from admixture of earth or laterite chips.
20. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running water courses.
21. Variation in supply in each 200 meter length exceeding 1 percent from the approved indent will not ordinarily be allowed. But supplies above 1 percent over the stipulated quantity in the particular 200 meter length may be accepted at the discretion of Executive Engineer and in that case such will be paid at 1/2 of the agreed rate. Similarly, if supplied fall short by more than 1 percent recovery for this deficiency will be made at 1/4 of the agreed rates. Excess supplies of deficiency in supplies over 10 percent however will be accepted only at the discretion of the

Executive Engineer subjected to its being penalised at half of the agreed rates. The maximum penalty shall however be limited to 10 percent of the contract.

22. The contractor will have to make his own arrangements to convey the materials and site shed etc. which are found necessary for the proper execution of the work. He will also be responsible for the safe custody of the materials till they are used on works.
23. The contractor should take out license for storing gun powder and explosive required for rock blasting as per Explosive Act. 1940.
24. Empty cement bags will not be taken back but its cost at Rs. 2 per bag will be recovered towards value with usual sales tax.
25. Recovery for M.S./Tor rods shall be effected at agreed rates for the quantity actually used plus, wastage, if any. The percentage of wastage will be fixed by the Executive Engineer, but any rate it should exceed 3 percent of the actual usage.
26. If the department undertakes the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained.
27. If materials other than those specified in the tender are issued by the department, recovery will be effected at data rate plus storage plus sales tax or at current market rates at the time of issue whichever is higher.
28. Hire charges of tar boiler and sprayer if supplied departmentally will be recovered at Rs. 5 per day for the whole period they are in custody of the contractor.
29. Machinery like concrete mixer, pumpset etc., if available will be supplied by the department as per rules and hire charges recovered from the contractor at the prevailing departmental rates. The contractor has to take the machinery from the store and return to the same spot at his cost and responsibility.
30. A day means 8 working hours for purpose of calculation of hire charges of rollers, pumpsets and other machinery unless otherwise specified.
31. The contractor has to take the roller from the..... and return it to the same spot at his own cost and responsibility.

32. a) "When power rollers (which term includes steam and diesel rollers) are hired out to contractors hire charges for the rollers (which include cost of lubricating oils, grease, small stores and establishment charges but excludes cost of fuel), shall be recovered at the rates of Rs. 137 per day of eight hours or part thereof for the full period the roller is hired out to the contractor including non-working days except, for an authenticated period of breakdown of the roller for the full working hours of day (that is 8 hours from 8 a.m. to 5 p.m.) including one hour interval for lunch, and for Sundays and other public holidays, if there is no work on these days.

("The daily rate hire fixed by the Chief Engineer shall be for a day of 8 hours or part thereof, between 8 a.m. and 5 p.m. with one hour interval for lunch")

b) "If there is work on Sundays and other public holidays the hire charges for the roller, shall be recovered at the rate of 1.20 times the rate of normal working day".

33. a) "When power rollers are worked on any in excess of eight hours (that is outside the normal working day between 8 a.m. and 5 p.m.) hire at the rate of 1.20 times the hourly rate applicable for the day, (based on the rate for 8 hours) shall be leveled for every extra hour of part thereof".

b) "The average out-turn expected from a power roller for a day of 8 hours is as fixed by the Chief Engineer, B&R, for the various items of road work. A variation of plus or minus 12.1/2 percent may be allowed to this average. If the daily out turn from the roller falls outside the permissible variations, the contractor shall be charged at 1.1/2 times the rate of normal hire for the day specified for the roller concerned. However, this clause shall not be applicable in cases when variation is due to authenticated periods of breakdown of the roller or inclement weather".

c) In addition to the hire charges, necessary water, split firewood, diesel, oil, (fuel oil) or power as the case may be, required for the efficient working of the roller, shall be supplied by the contractor.

34. If part payment is claimed for metal supply 75 percent of the supply will only be made in the part bill. The spreading and consolidation should be done within two months of supply.

35. The payment for the earth work items will be made as per level measurements or tape measurements as per rules prevailing in the department.

36. All items should be carried out as per the relevant specifications in the **M.D.S.S/CPWD**. and all clauses of preliminary specification should be complied with.
37. The moulds, shuttering etc., required for the work should be made by the contractor and got approved by the departmental officers at site before use.
38. Tribes of the locality should be employed to the extent possible. The contractor should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G.O. 18-8597/55/LD., dated 7th March 1955 and any dues to the labour will be recovered from his bill as fixed by the Departmental Officers.
39. The contractor alone is responsible for the safety of his labourers and damages, if any payable under 'Workmen's Compensation Act' will be to his debit.
40. It shall be the contractor's responsibility to protect the public and his employees against accident from any cause during execution of the work and he shall indemnify the Government against any claims for injury to person or property resulting from any such accident, and he shall, where provisions of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims thereunder.
41. The contract shall be liable for any loss caused to the government on account of the above work including any that may arise due to non-fulfillment of the contract. He should comply with rules laid down in the central R.W.D. contract regulations regarding fair wages.
42. The work shall be completed in all respects and also at rate of progress within the time limit and stipulations in the Form No. 83. Notice inviting tender failing which the contractor is liable to be fined as stipulated in special condition No. 49.
43. Defects, if any, notice within 3 months (6 months in the cases of road works) from the date of completion of the work, will be got rectified by the contractor, in default of which, this will be attended by the department and the cost made good from the contractor.
44. The contractor should produce the latest Sales Tax and Agriculture Income Tax clearance certificate for receiving final payment.
45. The contractor shall be responsible for the payment of sales tax as per rules in force from time to time and the rate quoted for various items remain unaffected by any charges that may be made from time to time in the rate at which such tax is levied. Sales tax, agricultural from the

contractor will be recovered from his bill for the work as per the advice of the authorities concerned.

46. All sums due to the government under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as through the same where arrears of Land Revenue or in any other manner as the Government may deem fit.
47. The contractor agrees that before final payments shall be made on the contract will be sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of connected with the contract, provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Executive Engineer in supplying the final measurement certificate need not be bound by the proceeding measurement and the payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor.
48. The Tender Notice and Form No. 83 Notice Inviting Tender shall form part of the Agreement.
49. The date fixed by the Executive Engineer for the commencement and completion of works, as entered in this agreement shall be strictly observed by the contractor who shall pay damages at rate of (1) one percent on the estimated value of the contract for every day not exceeding 5 days that work remains uncommenced or unfinished, after the proper date and further to ensure good progress during the execution of works. The contractor shall be bound unless the contract provides otherwise in all case in which the time allowed for a work exceed one month to complete one fourth of the whole work to be done when one fourth of the whole time allowed (or it has elapsed, one half of the work when one half of time has elapsed and three fourth of work when three fourth of time has elapsed and the penalty for the failure in either of these cases shall likewise be that the contract shall be subject to pay daily damages at the rate of (1) one percent on the estimated value of the amount of work that should be completed by that time. Provided always that entire amount of damage to be paid under the provision of this clause shall not exceed the whole amount of retention plus the security deposit. All damages payable under the provision of this Clause of Clause 12 of the conditions of contract shall be considered as liquidated damages to be applied to the use of the Government without reference to the actual loss sustained owing to the delay.

50. If during execution, the proportion of usage of materials issued departmentally alone is varied for which the price has been fixed in the tender, the quoted rate of the item will be allowed effecting short or excess of department materials actually used as well as labour charges for handling the short or excess if any provided in the same position.
51. The earnest money deposit of the unsuccessful tender will be refunded immediately after tabulating the tenders keeping only the earnest money of the first three lowest tenders, the earnest money of the remaining two unsuccessful tenders will be refunded within a week from the date of acceptance of tenders.
52. The contractor should engage at his own cost a diploma holder (Civil Engineering) with sufficient practical experience for the proper execution and supervision of works costing from Rs. 2 Lakhs to Rs. 5 Lakhs and one Engineering Graduate and Diploma Holder (Civil Engineering) for works costing Rs. 5 Lakhs up to Rs. 10 Lakhs and one Engineering Graduate and two Diploma Holders for works costing over 10 Lakhs for one or two years according to the tenure of contract paying Rs. 250 p.m. and Rs. 150 p.m. to Engineering Graduate and diploma holder respectively.
53. All other conditions and specifications of contract the same as those current in the department.
54. The method of measurements will be as per Indian Standard 1200-1958.
55. All concrete should be machine mixture and vibrated.
56. The tenderer/ contractor must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by the Government.

57. FAIR WAGE CLAUSE

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

'Fair Wage' means wage whether for time or piecework notified at the time of inviting tenders for the work and where such wages have not been so notified, the wage prescribed by the Central P.W.D. for the district in which the work is done.

- (b) The contractors shall notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labours indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work as if the labourers had been directly employed by him.
- (c) In respect of all labours directly or indirectly employed in the works, the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the (the Central R.W.D. Contractor's labour) regulations made by Government in regard to payment of wages, recovery of wages, wage period, deductions unauthorisedly made, maintenance of wages register, other terms of employment, inspection and submission of periodical return and all wage cards, publication of scale of wages and returns and all other matters of like nature.
- (d) The Executive Engineer or subdivision officer concerned shall have right to deduct from the money due to the contractor and any sum required to making good the loss suffered by a work or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the regulations.
- (e) Vis-a-vis the Central Government, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim from his sub-contractors.
- (f) The regulation aforesaid shall be deemed to be a part of this contract and breach thereof shall be a breach of this contract.

CLAUSE 45 OF **M.D.S.S/CPWD.-** Accidents- Hoardings -Lightning- Observation- Watchmen

- (a) When excavation have been made of obstacles are put in public thorough-fares or in places where there is a likelihood of accident, the contractor shall comply with any requirements of law on the subject, and shall provide suitable hoardings, lighting and watchmen necessary.

- (b) It shall be the contractor's sole responsibility to protect the Public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act, apply, take steps to properly insure against any claims there under.
- (c) On the occurrence of an accident which results in the death of any of the workmen's employed by contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Section Officer of the Public works Department, the fact of such accident, The contractor shall indemnify Government against all loss of damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or Otherwise conform to the said act in regard to such accident.
- (d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principle it shall be lawful for the Executive Engineer retain out of moneys due and payable to the contractor such sum or sums of money as may in the opinion of said Executive Engineer, be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.
- (e) The percentage quoted should be only in round figures i.e., no decimal places should be allowed.

Contractor

Executive Engineer

FORM OF DECLARATION

1. I..... do hereby declare that none of my relation as per the list given in Section 6 and Schedule 1 A of the Companies Act, 1956 is in charge of the above work or are having control over it.

2. I do hereby and expressly declare and acknowledge that I have read the Madras detailed Standard specification and the preliminary specification therein.

Contractor

Note: If the contractor is found at any stage to have suppressed any information required, his earnest money for the Work is liable to be forfeited and the contract entered in to will stand cancelled.

Additional Performance Guarantee

Additional Performance Guarantee is to be remitted by the contractor if required at the time of execution of agreement as per Order No. KWA/HO/WN/33/97 dated 20.09.2016 of the Managing Director, Kerala Water Authority, Thiruvananthapuram.

- (I) The provisions contained in the G O (P) No. 19/2016/Fin dated 03.02.2016 and G O (P) No. 13/2012//PWD dated 01.02.2012 in the matter of additional performance guarantee that
 - a) If the quoted rate for work is below 50% it will be rejected.
- (II) Additional performance guarantee will be required in all cases where quoted rate falls below 10% of the estimated cost.
- (III) If the rate quoted by the contractor is x% below estimate cost (where x lies above 10% and upto 25%) of the estimate amount shall be obtained from the contractor.
- (IV) **The tender with lowest quoted rate less than 75% estimated PAC shall not be rejected if sufficient competition is ensured and the rate quoted by the second and third lowest bidder are also comparatively nearer to the lowest bidder.**
- (V) The tender inviting authority shall obtain a statement from the lowest bidder quoting rates below PAC regarding the reasonableness of the rate quoted to assess that whether the quoted rates are workable.
- (VI) Assessment shall be made by Department also, as to whether the particular work has any rate advantage as compared to the rate as given in Price Software.
- (VII) If any contractor quotes less than 75% of the estimated PAC and variation with all other quoted rates are much higher, the Tender accepting Authority shall take appropriate decision based on merits.

2.43 Performance Security Deposit

Security Deposit is the retention amount deducted from the running bill of the contractors in addition to the initial security deposit (Performance guarantee). This will be @2.5% of the gross amount of each running bill so that the amount so retained shall be 2.5% of the value of the work done till then. This can be released against Bank Guarantee on its accumulation to a minimum amount of Rs.5 Lakh subject to the condition that the amount of Bank Gurantee except last one shall not be less than Rs.5 Lakhs. This amount will be released after passing of final bill as in the case of refund of deposit.

Time allowed for executing agreement with out fine will be 20 days from the date of registration of communication (Selection Notice) in the post office. Further time of 10 days shall be allowed to execute agreement by realizing a fine of 1% of the PAC subject to minimum of Rs. 500/- and maximum of Rs. 15000/-. The tender will be rejected if the agreement is not executed within one month.

EXTENSION OF TIME OF COMPLETION OF WORK AND FINE

Period of Extension

Rate of Fine

First three months 1% of the PAC subject to a maximum of Rs. 15000/-

Next every three months 1% of the PAC subject to a maximum of Rs. 15000/-

OTHER CONDITIONS

1. The percentage quoted should be only in round figures i.e., no decimal places should be allowed. Decimal place quoted tenders is liable to be rejected.
2. Tenders submitted without preliminary agreement is liable to be rejected.

CONTRACTOR

EXECUTIVE ENGINEER

KERALA WATER AUTHORITY
FORM OF TENDER
G.W.D. 84

E-Tender No. 51/2020-21/EE/PHDN/MVPA DUE DATE: 29/09/2020

Circle : P.H. Circle, Muvattupuzha

Division : P. H. Sub Division, Muvattupuzha

Name of Work: “Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(PartI).”

Tender documents published in website:-**23/09/2020 onwards**

Name

Address of Tenderer

.....

KERALA WATER AUTHORITY

SPECIFICATIONS

PART 1 - General

1. The rates tendered by a Contractor for the work shall include the cost of-
 - a) All labour and supervision thereof all materials, tools, implements and plant of every description, ladders, cordage, tackle, etc as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.
 - b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the departmental Officer may at any time consider desirable, as also to count weigh and assist in the measurement, or check - measurement of the work or materials.
 - c) Providing and maintaining all temporary fences, shelters lights watchmen and danger signal and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work.
 - d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications.
 - e) All fees and royalties of materials; and
 - f) Finally clearing away of all rubbish, surplus materials, plants, etc., on completion of the work and dressing and levelling off and restoring the site to a tidy condition prior to handing over the work to the division officer or his authorised assistant and also its maintenance until so taken over.
2. In the case of suppliers of materials such as rubble, broken stones gravel, sand etc. which may have to be measured prior to being used on the work, the Contractor must always stack or

arrange them nearly on level ground or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing levelling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with the instructions issued will not be measured and paid for.

3. The Contractor shall be bound to bear the expense of defense of any action or law proceeding that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
5. The tenderer should state whether he has all the plant necessary for the execution of the work. If in the opinion of the Division Officer, Contractor's own plant is neither sufficient nor suitable for the proper execution of the work, the Department may supply other available plant and recover reasonable hire for the same. The Division Officer's decision in the matter shall be final and binding on the Contractor.
6. The Contractor shall bear the running expenses inclusive of pay of the departmental staff attached to such plant and cost of repairs of all Government plant while in his possession on hire as also cost of restoring same in good condition at the time of return due allowance being made for fair wear and tear.
7. All materials and plant that are to be made over to the Contractor by the Department shall be handed over to him at the Division Office or Store Yards at Division Headquarters of K. W. A. Central Stores, and the charges, for their handling loading and unloading and conveyance to and from for the respective work and also for stacking the materials neatly and in regular heaps on the ground on sheds to which they are brought shall be deemed to be included in the rates for the work.
8. Unless Otherwise specially provided for in the *contract*, the Contractor shall at his own cost keep all portions of the work free from water whether due to springs, soakage or inclement weather

and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating there in.

9. The Contractor shall be responsible for the proper use and cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities, will be recovered at rates 20 percent over the actual cost with suitable penalty. The orders of the Division Officer in the matter shall be final and binding on the Contractor.
10. The contractor shall be responsible to see that the level or other pegs, profiles bench marks, masonry pillars or other marks set up by the authority for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the division officer found disturbed, removed or destroyed, they will be replaced by the department at the cost of the contractor.
11. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in-charge being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the Contractor, as may be ordered by the Officer-in-charge.
12. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with each such further drawings and specification and orders as may from time to time be issued by the Division officer.
13. Whenever the contractor is ordered by the Division Officer or his authorised assistant or subordinate to execute any item of the work which is not in the tender, it shall be the Contractor's duty to get a special price arranged for the item and to see that it is written in the work spot order book (which shall be provided by the Division Officer and kept in the work by the subordinate in charge and that this order is initialled and dated by the Contractor and the Officer ordering that particular item of work) For any extra item executed by the Contractor and not so entered in the work spot order book and Initialled both by the Contractor and the Departmental Officer ordering such extra item that Contractor shall have no claim for extra payment.

SPECIFICATIONS

Part (i)

Materials

Part (ii)

Work

(As current in the Kerala Water Authority)

Signature of Tender

Date.....

(Sd)

EXECUTIVE ENGINEER

Kerala Water Authority,
P.H. Division, Muvattupuzha.

To

The Executive Engineer
Kerala Water Authority,
P.H.Division, Muvattupuzha.

Sir,

I/ We do hereby tender to execute the works enumerated in the schedule accompanying in accordance with the terms in your tender notification dated.....and specifications and conditions of contract in force in Kerala Water Authority.

2. Copy of the specifications duly signed is also enclosed.
3. I/We further agree to complete the whole work in....four months from date of receipt of order to start work, and or in the case of piece works, maintain the minimum rate of progress specified in the tender schedule.
4. I/we do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me/us if work be not given to me / us.
5. In consideration I/We be being registered as a contractor in the Kerala Water Authority and invited to tender. I/we agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Authority.

A sum of

.....
is hereby forwarded as deposit as e-payment as earnest money. If I/we fail to keep the tender open as aforesaid or make any modification in the terms and conditions of the tender which are not acceptable to the authority.

OR

If after the tender is accepted I/we fail to execute the agreement as provided in Clause 13 of Tender Notification or to commence the execution of the work as provided in the conditions. I/We agree that the authority shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and also recover from me/ us the entire loss that may be caused to Authority by the re-tender or re-arrangement of the work, or otherwise under the provisions of the Revenue Recovery Act or otherwise.

Acc: 1) Tender Schedule I.

2) Earnest money Rs. /in.....

3) Signed copy of specifications

4) Signed copy of plan

Reg No..... Class

Usual signature of Tenderer

Full Name

Nationality

Place of Residence

Date of Submission

TENDER SCHEDULE

N.B. (1) All rates to be inclusive. (2) Rates to be entered in words in remarks column. (3) The amount of the tender should be filled up and retailed by Sub-heads by the Tender excepting for items for which definite quantities are not given in the schedule.

Approximate Quantities			Description of Items of work	Unit	Rate per Unit		Amount		Remarks
Name of Appendix	Estimate Item No.	Quantity			Rs.	Ps.	Rs.	Ps.	
1	2	3	4	5	6		7		8
			Separately attached (To be submitted electronically)						

CONTRACTOR

EXECUTIVE ENGINEER

KERALA WATER AUTHORITY

P.H. Division, Muvattupuzha

ADDITIONAL SPECIAL CONDITIONS

1. Tools and Plant, if available with the Kerala Water Authority will be hired out to the contractor at the prevailing rates in the authority.
2. The rate quoted by the contractor should be **exclusive** of hire charges for the tools and plants, Sales Tax, Excise Duty etc. and all other incidental charges and no extra claims on these account, will be admitted.
3. The contractor shall be bound to carry out all extra items not provided for in the schedule but found necessary during execution of the work.
4. For LS items payment will be made on actual measurement limited to the amount agreed to by the tenderer.
5. (a) Cement and MS Rods/Tor rods required for the work will be supplied by the Authority at the Division Store at Kochi-16, and their value recovered at the following rate.
 1. Cement...../Tonne
 2. MS Rods...../Quintal
 3. Tar Steel...../Quintal

b) Pipes, Special, M.H. Covers & Frames and Valves which are completed to be issued by the Authority will be issued from the Authority pipe dump or stores.....free of cost, unless or otherwise specified.

c) Lead, Lead wool and hemp required for the work will be issued by the Authority from the stores at..... and their value recovered at the following rate.

 1. LeadRs. /Kg.
 2. Lead woolRs. /Kg.
 3. HempRs. /Kg.
6. Cement/Tar Rods/ MS Rods and other materials issued for the work should be stored suitable at the work site or in a store approved by the Authority. Accounts of receipts and

issues should be maintained at stores and all facilities should be afforded by the contractor to the Authority Officers for checking the stores at any time fixed by the Authority. If any shortage is noticed, contract is liable to be cancelled immediately and suitable action will be taken against the contractor for the misuse of Authority materials.

7. Surplus material should be return to the Authority stores as per the direction of the Authority Officers immediately after the work is completed and the contractor should obtain suitable receipts from the store keeper for the same.
8. For the unaccounted Authority materials not returned to the stores, Sales Tax at prevailing rates will be recovered from the contractor in addition to the book value + 20% storage or current market rate whichever is higher as per rules. Further penalty at Rs..... per Tonne of Cement Rs per Quintal of MS and Rsper Quintal of Tar Steel will also be recovered from the contractor.
9. F.C.C. will not be paid unless contractor has produced Income Tax and Sales Tax clearance certificate.
10. Contractor is bound to give fair wages to labourers employed by him as per the standing rules of the Government.
11. Contractor is bound engaged suitable experienced hands for the execution of the work. He should also see that the work are carried out in the presence of his authorised representatives, if he is not in a position to be present himself at the work site during working hours.
12. If the K.W. A. authorities undertaken supply certain materials, no claim for extra payment on account of delay in the supply of these materials will be entertained.
13. The contract shall examine whether there are any gas mines, electric or phone post/cables, water mains, sewers, covered drains etc. coming in the line of the trench and shall not excavate in such localities before such mains, cables or drains or sewer and diverted or otherwise arranged for.
14. The contract shall be responsible for any damage which may be caused to power or phone post or cables or to any building, walls and pipes, etc. nearby on account of excavation of the trench due to insufficient or lack of shoring or due to the result of bailing or pumping or stagnation of water. The contractor shall make his own arrangements for supporting electric and telephone post, electric and telephone cables during excavation and no extra payment will be given for this.
15. The contractor shall examine and satisfy himself that the beds and of trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory by him, the

contractor shall bring it to the notice of the officer in-charge in writing and on receipt of the letters orders take necessary steps to make the trench firm and suitable for lying pipes.

16. The Authority materials issued to the contractor shall be taken charges of at the pipe dumps or stores by the contractor after satisfying himself about their sound condition and granting receipt to the officer In Charge of the purpose of inspecting, weighing or testing the pipes and materials as he shall see fit to do.
17. All pipes, special, valves etc. shall be transferred and stored adjacent to their final possession on the work, where they are to be used such time as the officer in charge considers proper. This will usually be just before they are to be laid in the trenches as it is not.
18. The pipe special valves etc. shall be handled very carefully during loading, unloading, covering .lowering operations as per the direction of the Authority Officers under their approved modes and with approved implements and should be satisfied that they are not defective.
19. If any of the materials issued to the contractor in good condition become there after damaged before, when or after being placed in the work the contractor for the damage of the rate fixed by the Authority as per rule.
20. No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay in carrying out the works defective works etc.
21. The laid pipe lines should be tested in convenient section not exceeding 150 M length at a stretch/ in suitable length fixed by the Authority. The testing of pipe line has to be done under the immediate presence of the Asst. Engineer and Asst. Exe. Engineer of the Authority in charge and under their directions.
22. If test show any defect in the work, such portion has to be redone and got retested to satisfaction of the Authority officer at the contractor's cost.
23. If for lack of specials after commencing the work, pipe have to be laid with open end, they, have to be closed by wooden plugs at no extra cost by the contractor.
24. All other conditions and terms of contract are the same as those current in the Kerala Water Authority.
25. All relevant clauses of the specification for earth works trenching, refilling, shoring, receipt, transport and custody or materials conveyance to work site, laying, testing etc. for cast iron

AC/PVC pipes in the Madras Detailed Standard Specifications M.D.S.S /CPWD and ISS shall apply to all kind of pipes.

26. Where trenching is done, caution board, road flags, and danger light should be provided by the contractor at his cost as per standard practices details of which are available in the Executive Engineers office.
27. After refilling the trenches, the contractor is responsible for a period of two months to maintain at his cost, the surface of the refilling trenches free of depression, pot holes or other irregularities.
28. The CONTRACTOR shall be responsible for the safety custody of all materials taken charge by him subject however to the direction and control of the officer in charge.
29. 1% (One percent) bill amount including cost of departmental materials to be recovered toward the recovery on account of construction works "Works" Welfare Fund insisted as per Order No. G / 4 /1990 dated 10-6-1990 of the Chief Executive Officer C.W.W.F.B. (Govt. Endt. 33874/90/LAD dated 24-7-1990) Kerala Workers Welfare Board.
30. FCC. for the work of OH Reservoir /GD Reservoir will be paid only after the tank is tested by filling water as instructed by the Dept. officers without any extra cost.
31. In addition to other tests as per M.D.S.S/CPWD and I.S.S., cube testing of concrete of R.C.C. work shall be conducted as per relevant I.S.S. without any extra charges.

EXECUTIVE ENGINEER

DECLARATION

Name of Work: “Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(Part I).”

I do here by declare that I am not related to any Officials in charge of the above work or having control over the work.

Date :

CONTRACTOR

ANNEXURE

FORM OF AGREEMENT

"Preliminary Agreement entered in to on this.....day of (month and year) **Sri.Harikrishnan M, Executive Engineer P.H. Division, Muvattupuzha** for and on behalf of KERALA WATER AUTHORITY (hereinafter called for the Authority) of the one part and Sri..... (here enter full name and address of the contractor) hereinafter called the contractor of the other part for the execution of the agreement as well as for the execution of the work **“Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(Part I).”** Whereas, the Authority invited tenders for the work as stated above namely **“Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(Part I)”** (here enter the name of the work) by Notification No.....Dated.....in the..... AND WHEREAS Para 13 of the notice inviting tenders started as follows:

Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance 5% of the probable value of the contract which together with the amount of the earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute and agreement for the work or if he fails to do this or in the case of the contract, maintain a specified rate of progress (to be specified in each case in the tender schedule) and Security deposit shall be forfeited to the Authority and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures, due to the default of the tenderer to pay the requisite deposit, sign contract or take possession of the work any loss to Authority results, the same will be recovered from him as arrears of revenue, but should it be a saving to Authority, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise as the Authority may decide.

NOW THEREFORE THESE PRESENTS WITNESS AND it is mutually agreed as follows:

1. The terms and conditions for the said contract having been stipulated in the said tender form, to which the contractor has agreed, a copy of which is hereto appended, which forms part of this agreement it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of the said tender form.

The contractor hereby agrees and undertakes to perform fulfill all the operations and obligations connected with the execution of the said contract work namely **“Deposit Work – Ernakulam District Panchayath 2019-20 - Providing pipe line in Maniyanthadam SC colony from GLSR to Booster Pump house Manyanthadam(Part I).”** (Hereinafter the name of the work) if awarded in favour of the contractor.

2. If the Contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in Clause 13 of the notice inviting tenders as quoted above within the period stipulated therein the Authority may rearrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the Authority can be realized from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating Authority consisting of the Secretary (Water Supply) Chief Engineer (RS. & G.I) or any other officer or officers authorised by Kerala Water Authority, in this behalf, taking into consideration the prevailing rates and after giving due notice to the contractor. The decisions taken by such Authority, officer or officers shall be final and conclusive and shall be binding on the contractor.
3. The contractor further agrees that any amount found due to the Authority under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties, movable and immovable, as arrears of Land Revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the Authority may deem fit in this regard.

IN WITNESS WHERE of **Sri. Hari Krishnan M, Executive Engineer, P.H. Division, Muvattupuzha** (here enter the name of the officer of the Authority) for and on behalf of Kerala Water Authority and Sri.....
(the contractor) have set their hands on the day and year first above written signed by/Sri.....Office/
 Officers of Kerala Water Authority.

In the presence of witness:

1.

2.

Signed and delivered by Sri
the contractor.

In the presence of witness:

1.

2.

Contractor

Executive Engineer