



KERALA WATER AUTHORITY

Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses

e-Tender No.48/2020-21/EE/PHA.

DUE DATE: 25/08/2020

NOTICE INVITING TENDER

**OFFICE OF THE EXECUTIVE ENGINEER
P. H. DIVISION,
KERALA WATER AUTHORITY
ALAPPUZHA**

CONTENTS

No.	Chapter Description	Page
1.	G.W.D Form No. 83	3
2.	Special Conditions	14
3.	G.W.D Form No. 84	22
4.	Additional Tender Conditions	28
5.	Forms of Agreement	31

KERALA WATER AUTHORITY

G.W.D

FORM No. 83

e-Tender No.48/2020-21/EE/PHA.

NOTICE INVITING TENDER FOR WORKS

Last date and time for electronic submission of Tender - **25/08/2020, 2 PM**

**KERALA WATER AUTHORITY
NOTICE INVITING TENDER FOR WORK**

1. FORM NO. 83

- 1.1 Electronic tenders are invited for and on behalf of the Managing Director, KWA Registered Contractors (D and above) of the Kerala water Authority .for the **Work : Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses.**
- 1.2 . 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.
- 1.3. All works shall be done in conformity with the specifications and conditions of contract in force in the KW A. In case of schedule rate contract, tenderers 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 rate 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 shoring, bailing, form 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 complete detailed specifications and rate. In such cases the benefit of 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.
- 1.4. The tenders shall be submitted electronically to Executive Engineer, P H Division, Kerala Water Authority, Alappuzha in the method available at the website www.tenderwizard.com/KWA. All documents / attested copies shall be submitted electronically by scanning and uploading. The Hard copy of tender documents in original / attested copy of the documents shall be submitted on the next day of the opening of tender. The contractors who are registered for e-tendering and having valid password can view the tender notice and the tender documents free of cost in tender free view menu. However on submission of tender, the tenderer will have to remit the cost of tender form viz **Rs.560/-** electronically. The cost of tender form once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed

form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The tender schedule shall be filled up in the prescribed format provided in the tender document. For uploading the tender documents, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD of **Rs. 4800/-** through online payment gateway.

The tenders are to be uploaded electronically on or before **25/08/2020, 2.00pm**. In no circumstances the tender submitted in any other form will be considered. The tender will be opened on **27/08/2020, 10am** by the Executive Engineer, P H Division, Kerala Water Authority, Alappuzha or such officer as may be authorized in this behalf in the presence of such of those tenderers or their authorized agents as may be present. In case it is not possible to open the tenders on specified date due to any valid reason the revised time and date of opening of tenders will be intimated in writing to the tenderers.

The total amount of each tender will be read out and all corrections in the tender will be attested by the tender opening officer with dates and initials and by the tenderer, if present. A list of corrections which remain unattested by the tenderer will be made out and pasted to each tender. Details of individual rates will be treated as confidential and will not be read out. For uploading the technical and price bids, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD through online payment gateway.

- 1.5. 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.
- 1.6. The contractors submitting tender should produce copies of solvency certificates clearly indicating to what extent they are solvent from the Tahasildar of the Taluk where they reside along with their tenders.
- 1.7. Each tenderer must also send a certificate of Income-tax verification from the appropriate Income tax authority in the form prescribed therefore.

In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be. If a certificate has already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate that produced are given.

All tenders received without a certificate as aforementioned will be summarily rejected.

- 1.8. The tenderer shall examine closely the Madras Detailed Standard Specification and also the standard preliminary specification contained therein and sign the Divisional Office copy of the Madras Detailed Standard Specification and its addenda volume in token of such study before submitting his tender unit rates which shall be finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications and other documents connected with the contract such as specifications, 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, P H Division, Kerala Water Authority, Alappuzha

- 1.9. The tenderers attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the 'Preliminary Specification'. Materials conform to the Indian Standard Specification shall quote his rate accordingly.
- 1.10. 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 names of quarries, Kilns, etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best classes of materials are to be obtained from the quarries or other sources defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this tender notice, or as required by the Executive Engineer in any case, shall be submitted for the Executive 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 other specifications of the contract cannot be obtained in the Descriptive Specification Sheet 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 latter 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 tenderer shall get acquainted with the available means of approaches 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.
- 1.11. The tenderer's particular attention is drawn to the sections 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.
- 1.12. In consideration of the tenderer being allowed to quote for the work he should keep the tender firm for a period of **4 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 reasons 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.

- 1.13. 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 of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule Form. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to K W A 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 contracts or take possession of the work any loss to K.W.A results the same will be recovered from him as arrears of revenue, but should it be saving to K W A 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 the Government may decide.

Note: Investment in Treasury Savings Bank will alone be treated as acceptable form of security.

- 1.14. The acceptance of the tender rests with the Executive Engineer, P H Division, Kerala Water Authority, Alappuzha who does not undertake to accept the lowest or any particular tender.
- 1.15. The right to carry out the work in conformity with or in manner entirely different from the term 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.
- 1.16. 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 any working day during office hours It shall be definitely understood that the KW A does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alternation by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions of contract. The tenderer will however base this tender amount in the case of lump sum tender on the basis of those quantities etc.
- 1.17. The contractors can view the tender notice and the tender documents free of cost in tender free view. However on submission of tender, the tenderer will have to remit the cost of tender form viz. **Rs.560/-** and the prescribed EMD of **Rs.4800/-** electronically. The cost of tender form once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender.
- 1.18. The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 3 lowest tenderers.
The Earnest Money Deposit of the remaining unsuccessful tenders will also be refunded within a week from the date of acceptance of the tender.
- 1.19. Solicitors fee, if any, to be paid to the Law Officers of the KWA for scrutinizing or drawing up of

agreements will be paid and the same recovered from the successful tenderer.

- 1.20. Tenderer 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 portion 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 clause 4 tender (G W D. Form 84) Such allotment shall not vitiate the acceptance and the tender shall indemnify KWA against any loss to KWA 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.

(a)The successful tenderer will have to carry out 25 per cent more of the estimated quantity of every item at his agreed rates.

- 1.21. Any further information necessary can be obtained at the office of the undersigned on all working days during office hours.

- 1.22. **The work should be completed in all respects in 30 Days (One year) from the date of agreement of the work or till the settlement of next contract whichever is later.**

- 1.23. Payment on lump sum basis or by final measurement at unit prices:

a) Final measurements need not 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 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 lump sum amount mentioned in the agreement will then be varied by addition thereto or deducting there from 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 aforesaid.

c) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the with held 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 additions and deductions for omissions.

No authorized variation shall vitiate the contract but additions 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 plans or specifications will be treated as "extras" They will include only items of works which though 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 plants that extra are involved, he

should give notice to the Engineer to this effect and shall proceed with the execution of the extra item, 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 rates for extra items shall be worked out as below:
 - i) In the case of all extra item 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 contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items.
 - iii) In the case extra items, whether altered or substituted and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental data rate current at the time of ordering the extra item, after applying the tender deduction except on the cost of departmental material. Tender excess, if any, will not be applied.
 - iv) In the case of additional items, the rates shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item whichever is earlier, after applying the tender deduction except on the cost of departmental material. Tender excess, if any, will not be applied.
 - v) In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit. This shall be added on to the departmental rate (including contractor's profit) current at the time of ordering or executing the extra item, whichever is earlier for the other part of the item for which rates can be derived from the schedule of rates.
 - vi) In the case of extra item whether additional, altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes 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.
 - vii) 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 charges 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 authorities the Division Officer may in such cases, sanction advance up to an amount not exceeding 75 per cent of the amount for the items at the rate worked out and certified by the Sub Division Office. The Assistant Engineer shall in all such cases promptly record all authorized extra items executed by the contractor including detailed measurements and quantities thereof in the Measurement Book. He shall neither enter any rate for the same in the Measurement Book nor include such extra items in the body of the bill. When the bill is received in the Subdivision, the Subdivision Officer shall prepare a separate statement for those 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 in 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 bonafied, 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 per cent 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 Subdivision Officer as a lump sum secured for works done but not billed for.

- 1.24. 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 recognized by or be binding upon KW A 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.
- 1.25. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
- 1.26. The Superintending Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason thereof.
- 1.27. Cement and M.S rods required for the work will be supplied departmentally from the District stores and their value recovered at Rs.5940/T for Cement and Rs. 52.10/kg. for steel. Cement and steel as well as other materials so issued shall remain the property of KW A though in contractor's custody and shall not be removed from the stores at work site except under written authorization by a competent authority not less than the rank of an Assistant Engineer.
In case of M.S. rods, the maximum wastage up to but not necessary 5 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.
- 1.28. Any other materials available in Departmental stores issued to the contractor will be recovered at book value or issue rate plus 20 per cent supervision charges or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 1.33.
- 1.29. The contractor will be exempted from payment of seigniorage for rubble and metal quarried from P.W.D. quarries exclusively for P.W.D work. If the P.W.D. quarries are not situated within a

convenient distance from the site of the work, the contractor's quoted rates shall be inclusive of seignior age, ground rent, etc., that may be payable to the owners of private quarries.

1.30. In making payment the total amount of the bill will be rounded off correct to the nearest rupee .50 paise and above will be rounded off to 1 rupee.

1.31.(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 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 break down 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's interval for lunch and for Sunday and other Public holidays, if there is no work on these days.)

The daily rate of hire fixed by the Chief Engineer shall be for a day of 8 hours or 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. and 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-turn expected from a power roller for a day of 8 hours shall be fixed by the Superintending Engineer (B & R) for the various items or road work A variation of plus or minus 12 1/2 per cent 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 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 cases where the variation is due to authenticated periods of breakdown of the roller or inclement weather.

1.32. In addition to the hire charges, necessary water, fuel, 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 his cost.

1.33. Value of quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for, amounting as it does to an excess supply over the sanction requirements shall be recovered at book value or issue rate plus 20 per cent 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 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 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 regarding current market rates shall be binding on the contractor. Unused balance if any, at the time of completion or termination of the contract, will not be accepted by the department. The cost of such materials amounting as it does to an excess over sanctioned requirements shall be recovered at book value + 20 per cent 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.

- 1.34. Tenderers should declare that they are not related to any Government servant, who is in charge of or having control of the work. Relationship in this will be restricted to father; mother, son, daughter brother, sister, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousin 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.
- 1.35. 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 weathering or any cause what so ever.
- 1.36. 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 items in all the appendices.
- 1.37. 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.
- 1.38. Empty bags of cement used on the work need not be returned to the departmental stores. Value of empty cement bags will be recovered at rates fixed by the departmental from time to time.
- 1.39. If the department undertakes to supply particulars materials no claim for extra payment on account of delay in the supply of materials will be entertained.
- 1.40. In the case of construction of staining to wells, excessive tilts if 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 attend to by other agency and the cost thereof recovered from the original contractor.
- 1.41. 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.
- 1.42. The contractor shall employ engineering personnel as detailed below for a period of one to two years according to the tender of the contract. .

<u>Cost of work executed</u>	<u>No. of personnel to be Employed</u>
For work costing Rs.2 Lakhs up to Rs. 5 lakhs	One Engineering Diploma Holder
Rs. 5 lakhs up to Rs. 10 lakhs	One Engineering Graduate and one Engineering Diploma Holder.
For works costing over 10 lakhs	One Engineering Graduate and two Engineering Diploma Holder

- 1.43. Tenders which are not in conformity with this tender notice are liable to rejection.
- 1.44. This tender notice with the conditions stated herein will form part of the contract documents.
- 1.45. In the case of schedule contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken of the purpose of the settlement of the contract. The contractor is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the overall 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.
- 1.46. 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.
- 1.47. 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 variations in quantities.
- 1.48. 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.
- 1.49. 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 time of Registration will not be alienated during the period of contract without the permission of K W A vide G.O. (P) No. 136/74/PW., dated 8th August 1974.

Executive Engineer

2. SPECIAL CONDITIONS

Name of work: Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses.

- 2.1. All works shall be done in conformity with the specification and condition in the contract in force in KWA. For the labour portion, the tenderer shall quote only 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 of the contractor". The tenderer shall quote for the supply of items required for the work as given in the schedule. The rates quoted shall be inclusive by covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing out, form work, scaffolding, etc. The rates quoted shall be inclusive of sales tax.
- 2.2. The contractor should upload the declaration in the form attached.
- 2.2. 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.
- 2.3. The quantities shown in the schedule are only approximate and are subject to variations and the contractor is bound to do additional quantities of work if found necessary at his quoted rates.
 - 2.4. All corrections and insertions in the original tender or schedule whether in the printed matter or elsewhere shall be attested by the tenderer.
 - 2.5. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification, 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.
 - 2.7. The earnest money deposit receipt should be attached to the tender, properly pledged, lest the tender will be rejected.
 - 2.8. The contractor should note his Division Register Number and amount of permanent earnest Money deposited by him in his tender.
 - 2.9. The contractor should produce the declaration in the form attached.
 - 2.10. "The contractor is bound to carry out items of works 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."
 - 2.11. 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.2.10 above for 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.
 - 2.12. 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 departmental recovery plus 20 percent storage.
 - 2.13. For cement and M.S., rods issued for the work but not used a penalty of Rs. 20.00 per 50 kilograms of cement and Rs. 2.50 per kilogram of M.S., rods will be recovered in addition to the value, 20 percent storage and sales tax.
 - 2.14. It will be the responsibility of the contractor to obtain necessary land for stacking the materials for arranging the work.
 - 2.15. Metal of the required size 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.
 - 2.16. 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.
 - 2.17. Silicious gravel shall consist of only hard nodules not more than 40 mm. or less than 6 mm dia, in

- any direction scraped from the hill sides and free from admixture of earth or laterite chips.
- 2.18. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running watercourses.
 - 2.19. Variation in supply in each 200-meter length exceeding 1 per cent from the approved indent will not ordinarily be allowed. But supplied above 1 percent over the stipulated quantity in the particular 200 meter length may be accepted at the discretion of the Executive Engineer and in that case each ,will be paid at 3/4 of the agreed rate. Similarly if supplies fall short by more than 1 per cent recovery for this deficiency will be made at 1/4 of the agreed rates. Excess supplies or deficiency in supplies over 10 percent however will be accepted only at the discretion of the Executive Engineer subject to its being penalized at half of the agreed rates. The maximum penalty shall however be limited to 10 per cent of the contract.
 - 2.20 . The contractor will have to make his own arrangements to convey the materials supplied by the department and for stacking, of 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.
 - 2.21. The contractor should take out license for storing gun powder and explosives required for rock blasting as per Explosive Act 1940.
 - 2.22. Empty cement bags will not be taken back but its cost Re. 1 per bag will be recorded towards value with the usual sales tax.
 - 2.23. Recovery for M.S. rods shall be affected at agreed rates for the quantity actually used plus wastage, if any. The percentage of wastage will be fixed by the Executive Engineer, but at any rates it should not exceed 5 per cent of the actual usage.
 - 2.24. If the department undertake the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained.
 - 2.25. If materials other than those specified in the tender are issued by the department, recovery will be affected at data rate plus storage plus sales tax or at current market rates at the time of issue whichever is higher.
 - 2.26. 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 the custody of the contractor.
 - 2.27. Machinery like concrete mixer, pump set etc. if available will be supplied by the department as per rule 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.
 - 2.28. A day means 8 working hours for purpose of calculation of hire charges of rollers, pump sets and other machinery unless otherwise specified.
 - 2.29. "The contractor has to take the roller from the and return it to the same spot at his own cost and responsibility"
 - 2.30. (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 rate of Rs. 137

per day or eight hours or part thereof, for the full period the roller is hired out to the contractor including not-working days except, for authenticate periods of break down of the roller for the full working hours of a day (that is 8 hours from 8 am to 5 pm. including one hour's interval for lunch), and for Sundays and other public holidays, if there is no work on these days".

("The daily rate of hire fixed by the Superintending Engineer shall be for a day of 8 hours or part there of, between 8 am and 5 pm with one hours 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 for normal working days".

2.31. (a)"When power rollers are worked on any day, in excess or eight hours (that is outside the normal working day between 8 am and 5 pm 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'

(b) "The average out-turns expected from a power roller for a day of 8 hours is as fixed by the Superintending Engineer, B & R, for the various items of road work. A variation of plus or minus 12 1/2 per cent 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 were variation is due to authenticated periods of break down of the roller or inclement weather".

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

2.32. 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.

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

2.34. All items should be carried out as per the relevant specification in the M.D.S.S. and all clause of preliminary specification should be complied with.

2.35. he moulds, shuttering, etc., required for the work should be made by the contractor and got approved by the departmental officers at site before use.

2.36. 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 1956 and any dues to the labour will be recovered from his bill as fixed by the departmental officers.

2.37. 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.

2.38. It shall be 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, were provisions of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims there under.

- 2.39. The contractor 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 the rules laid down in the Central P.W.D Contract regulations regarding fair wages.
- 2.40. The work shall be completed in all respects and also at the 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. 2.47.
- 2.41. Defects, if any noticed 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.
- 2.42. The contractor should produce latest sales tax and agricultural income-tax clearance certificate and also income-tax clearance certificate for receiving final payment.
- 2.43. The contractor shall be responsible for payment of sales tax as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied Sales tax, agricultural income tax and income tax due to Government from the contractor will be recovered from his bill for the work as per the advise of the authorities concerned.
- 2.44. 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 though the same were arrears of Land Revenue or any other manner as the Government may deem fit.
- 2.45. The contractor agrees that before final payment shall be made on the contract, he will 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 or 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 payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor.
- 2.46. The tender notice and Form No. 83 Notice Inviting Tender shall form part of the Agreement.
- 2.47. 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 the rates of (1) one per cent on the estimated value of the contract for every day not exceeding five days that work remains un commenced 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 cases 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 for it has elapsed, one half of the work when one half of time has elapsed and three fourths 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 contractor shall be subject to pay daily damages at the rate of (1) one per

cent on the estimated value of the amount of work that should be completed by that time. Provided always that entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole amount of retention plus the security deposit. All damages payable under the provisions of this clause or clause 2.12 or of the conditions of contract shall be considered as liquidated damages to be applied to the use of this Government without reference to the actual loss sustained owing to the delay.

- 2.48. If during execution, the proportion of usage of material 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 departmental materials actually used as well as labour charges for handling the short or excess if any provided is in the same position.
- 2.49. The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating the tenders keeping only the earnest money of the first three lowest tenderers. The earnest money of the remaining two unsuccessful tenderers will be refunded within a week from the date of acceptance of tenders.
- 2.50. The contractor should engage at his own cost a diploma holder (Civil Engineering) with sufficient practical experience for the proper execution and supervision of work costing from Rs. 2 lakhs to 51akhs and one Engineering Graduate and one diploma holding (Civil Engineering) for works costing Rs. 5 lakhs up to 10 lakhs and one Engineering Graduate and two diploma holders for works above 10 lakhs for one or two years according to the tenure of contract.
- 2.51. All other conditions and specifications of contract are the same as those current in the department.
- 2.52. The method of measurements will be as per Indian standard 1200-1958.
- 2.53. All concrete should be machine mixed and vibrated.
- 2.54. 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.

2.55 FAIR WAGE CLAUSE

(a) The contractor shall pay not less than fair wages to labourers engaged by him on the work:

"Fair Wages" means wage whether for time or piece work 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 not withstanding the provisions of any contract to the country cause to pay a fair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractor in connection with the said work as if the labourers, had been immediately

employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with (the central P.W.D. Contractor's labour) regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wages register, other terms of employment, inspection and submission of periodical returns and all wage cards, publication of scale of wages and returns and all other matters of a like nature.

(d) The Executive Engineer or Subdivision Officer concerned shall have the right to deduct from the money due to the contractor and any sum required of estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the works, non payment of wages or deductions made from his or their wages which are not justified by their 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 these 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.

2.56. Clause 45 of M.D.S.S. - Accidents - Hoarding - Lighting - Observations - Watchmen

(a) When excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject, and shall provide suitable hoardings, lighting and watchmen as 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 property insure against any claims there under.

(c) On the occurrence of the accident which results in the death of any of the workmen employed by the 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 Kerala Water Authority the fact of such accident. The contractor shall indemnify Government against all loss or 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 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

principal it shall be lawful for the Executive Engineer to retain out of moneys due and payable to the contractor such sum or sums of money as may, the opinion of the 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) 1 % of the amount of bill amount will be recovered along with other recoveries towards the contribution to "Kerala Construction Works Welfare Fund Board"

2.57. The Tenderer should submit a preliminary Agreement executed and signed in Kerala Stamp Paper worth Rs. 100/- along with Tender documents failing which the tender will be rejected.

2.58. Work contract tax payable under the VAT Act 2005 will be deducted from Contractors part bill/ Final bill at the specified rate as per the prevailing rules of Kerala Value Added Tax Act 2005.

Executive Engineer

FORM OF DECLARATION

1. I do hereby declare that none of my relations 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 distinctly and expressly declare and acknowledge that I have read the Madras detailed standard specifications and the preliminary specifications 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 into will stand cancelled.

KERALA WATER AUTHORITY

FORM OF TENDER

G.W.D. 84

**OFFICE OF THE EXECUTIVE ENGINEER
P. H. DIVISION,
KERALA WATER AUTHORITY
ALAPPUZHA**

Name of work: Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses

Date of issue

Name

Address of Tenderer

.....

Details of EMD.....

Tenderer / Contractor

Executive Engineer

3. Form No. 84

Specifications

PART 1 – GENERAL

3.1. 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 Officers 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 signals 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 pressing and leveling off and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.

3.2 In the case of supplies 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 neatly on level ground or on ground cleared and leveled 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, leveling 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 instructions issued will not be measured and paid for.

The Contractor shall be bound to bear the expense of defense of any action or law proceedings 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.

The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.

The tenderer should state whether he has all the plant necessary for 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.

The Contractor shall bear the running expenses inclusive of pay of the departmental staff attached to such plant and cost of repairs of all KWA plant while in his possession on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.

All materials and plant that are to be made over to be Contractor by the Department shall be handed over at him at the Division Office or Store Yards at Division Headquarters of the KWA General Stores Trivandrum and the charges for their handling, loading and unloading and conveyance to and from the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought, shall be deemed to be included in the rates for the work.

Unless otherwise specifically provided for in the Contract, the Contractor shall 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 therein.

The Contractor shall be responsible for the proper use and bear the 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. The orders of the Division Officer in the matter shall be final and binding on the Contractor.

The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks setup by the Department 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.

- 3.11 Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in charge as 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.
- 3.12 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 such further drawings and specifications and orders as may from time to time be issued by the Division Officer.
- 3.13 Whenever the Contractor is ordered by the Division Officer or his authorized assistant or subordinate to execute any item of 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 that this order is initialed and dated by the Contractor and the Officer ordering that particular item of work. For any extra item executed by the Contractor and not as entered in the work spot order book and initialed both by the Contractor and the Departmental Officer ordering such extra item that Contractor shall have no claim or extra payment.
- Any dispute or difference that may arise between the Division Officer and the Contractor on account of the contract, shall at the instance of either party be referred to the Superintending Engineer, K.W.A., whose decision given in writing shall be final conclusive and binding. The Division Officer may at this discretion delegated in writing, to any of his subordinates any of his power regarding these specifications.

Specification

Part II	Materials
Part III	Work

(As current in the Kerala Water Authority)

Signature of Tenderer

Date

Tenderer / Contractor

Executive Engineer

KERALA WATER AUTHORITY

FORM OF TENDER

Name of work: Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses

TO THE EXECUTIVE ENGINEER,
P.H. DIVISION,
KERALA WATER AUTHORITY,
ALAPPUZHA.

Sir,

1. 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 K.W.A.
2. Copy of the specifications duly signed is also enclosed.
3. I/We further agree to complete the whole work in Weeks/months from date of receipt of order to start work, and/or 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 the whole work be not given to me/us.
5. In consideration of I/We being registered as a contractor in the Kerala K.W.A. and invited to tender I/We agree to keep the tender open for acceptance Days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Kerala Water Authority.

A sum of Rs Is hereby forwarded in cash/Treasury chalan deposit at open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to Kerala Water Authority.

OR

If after the tender is accepted, I/We fail to execute the agreement as provided in clause 1.13 of tender notifications or to commence the execution of the works as provided in the conditions, I/We agree that the Kerala Water 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 the Kerala Water Authority by the retender or arrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Encl:- i) Tender Schedule :

- Earnest money Rs.
- Signed copy of specification :
- Signed copy of plan :

Usual signature of Tenderer.....

Full Name

Nationality.....

Place of residence.....

Date of submission

Tenderer / Contractor

Executive Engineer

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 totaled by Sub-heads by the tenderer excepting for items for which definite quantities are not given in the Schedule.

Approximate quantities			Description of items of work	Unit	Tendered inclusive rate per unit		Amount		Remarks (Here enter rate in words)
Name of appendix	Estimate item No.	Quantity			Rs.	Ps.	Rs.	Ps.	
1	2	3	4	5	6		7		8
			Separately Attached						
			Carried over						

Tenderer / Contractor

Executive Engineer

TENDER SCHEDULE (Contd)

Approximate quantities			Description of items of work	Unit	Tendered inclusive rate per unit		Amount		Remarks (Here enter rate in words)
Name of appendix	Estimate item No.	Quantity			Rs.	Ps.	Rs.	Ps.	
1	2	3	4	5	6		7		8
			Brought forward						
			Separately Attached						
			Grant Total						

Tenderer / Contractor

Executive Engineer

4. ADDITIONAL TENDER CONDITIONS

- 4.1. The tenders shall be submitted electronically to the Executive Engineer, P H Division, Kerala Water Authority, Alappuzha in the method available at the website www.tenderwizard.com/KWA. All documents / attested copies shall be submitted electronically by scanning and uploading. The tender documents in original shall be submitted on the next day of the opening of tender. The contractors who are registered for e-tendering and having valid password can view the tender notice and the tender documents free of cost in tender free view. However on submission of tender, the tenderer will have to remit the cost of tender form electronically. The cost of tender form once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The tender schedule shall be filled up in the prescribed format provided in the tender document. For uploading the tender documents, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD through online payment gateway.
- 4.2. The rate quoted by the contractor should be inclusive of hire charges for the tools and plant, and all other incidental charges and no extra claims on these account, will be admitted.
- 4.3. The successful tenderer shall within fifteen days of receipt of the order of award of work (selection notice), deposit in the Treasury Savings Bank of Government of Kerala or NSC, towards security, 5% of the accepted contract value subject to a maximum of Rs. 3 lakhs in favour of the Executive Engineer, P H Division, Kerala Water Authority, Alappuzha.
- 4.4. The EMD deposited by the tenderer shall be released as soon as the security amount as above is deposited. Bank guarantee or other form of Security Deposit shall not be accepted towards security on any account.
- 4.5. **Performance Guarantee**
The contractor who quotes very low rates will have to remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily. If the contractor quotes below 50%, it will be rejected. If the quoted rate is between 10% and 50% below estimate rate (the quoted rate being x% below estimate amount), the contractor will have to remit performance guarantee equal to $(x - 10) \%$.
Also if the quoted working charge is between 10% and 50% below the estimated working charge of the tender, the contractor will have to remit performance guarantee for an amount equal to $(x - 10) \%$, and in case the below rate is more than 50% of estimate amount for working charges of the tender, the contractor has to remit performance guarantee for an amount equal to $[40\% + (x - 50) \% \times 2]$. This will be released after satisfactory completion of the work. Acceptance of tenders will be accordance with G.O(P) No.124/2016 Fin dated 29-08-2016

FORMS OF AGREEMENT

(A) FORM OF PRELIMINARY AGREEMENT

"Preliminary Agreement entered on this day of..... Two Thousand Nineteen between Executive Engineer, P H Division, Alappuzha For and on behalf of Kerala Water Authority of the one part and Sri..... ..

 (full name and address of the tenderer) hereinafter called the contractor of the other part for the execution of the agreement as well as for the execution of the work

Name of work: Reconditioning of Tube well water supply system in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:- Supply and Installation of Automation System at Various Pump Houses

Kerala Water Authority (KWA) invited tenders for the work as stated above

 by Notification No.....Dated...in-----
 the-----AND WHEREof the notice inviting tenders stated as follows:

Within **fifteen days** after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make to the balance which together with the amount of earnest money deposited shall be created as security for the proper fulfillment of the same and shall execute an agreement for the work in the stipulated manner. If he fails to do this or in the case of the contract to maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to KWA 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 required deposit to KWA results in any loss to KWA, the same will be recovered from him as arrears of revenue. The original contractor shall have no claim whatever to the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the KWA may decide.

NOW THESE PRESENT WITNESS AND it is mutually agreed as follows:

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 forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the part to this agreement extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which accept the express provisions herein all supersede those of the same tender form.

1. The contractor hereby agrees and undertakes to *perform/fulfill* all *the* operations and obligations with the execution of the said contract work

is 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 commits breach of any of the conditions of the contract as stipulated in the NIT as quoted above within the period stipulated therein the KWA may rearrange the work otherwise or loss so sustained by the KWA can be realized from the contractor under Revenue Recovery Act as if arrears of land revenue as assessed, taking into consideration the prevailing PWD rate and after giving due notice to contractor. The acquisition taken by such authority officer or officers shall be final and conclusive and shall be binding on the contractor.
3. The tenderer further agrees that any amount found due to the KWA 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 or in any other manner as the KWA may deem fit in this regard.

4. The contractor further assures it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability budget provision and allotment of funds to the divisional officer in charge of the work under respective heads of account in which the work is sanctioned and arranged and also subject to seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.

IN WITNESS WHERE OF Sri. -----(here the name of the officers of the KWA) for on behalf of the Kerala Water Authority (KWA) and Sri the tenderer have set their hands on the day and year firm above written signed by Sri ----- officer / officers of Kerala Water Authority.

Executive Engineer

In the presence of witness

- 1.
- 2.

Signed and delivered by

Sri..... the contractor

- 1.
- 2.

Note:- The form should be presented in Rs. 200/- valid stamp paper of Govt. of Kerala.

(B) FORM OF FINAL AGREEMENT TO BE EXECUTED ON AWARD OF WORK

AGREEMENT NoWORKS
CONTRACT.

AGREEMENT entered into..... day of the..... Two Thousand and Nineteen
between..... of the one part and the Executive
Engineer, Kerala Water Authority, P.H. Division, Alappuzha for and on behalf of Kerala Water Authority
of the other part for the work **Name of work: Reconditioning of Tube well water supply system
in Alappuzha Municipality and 7 Adjoining panchayats under P.H sub Division Alappuzha:-
Supply and Installation of Automation System at Various Pump Houses** by the former for the
use of the Kerala Water Authority as per accompanying, plan, specification and conditions of contract
approved by the Executive Engineer, Kerala Water Authority, P.H. Division,Alappuzha. Signed and
delivered by the above mentioned.

Sri..... the contractor

In presence

- 1.
- 2.

Signed and delivered by the Executive Engineer, Kerala Water Authority, P H Division,
Alappuzha and on behalf of the Kerala Water Authority.

Executive Engineer

In the presence of witness

- 1.
- 2.

Tenderer

Executive Engineer

FORMAT OF INDEMNITY BOND

I.....hereby agree that the work
.....will be carried out by me as and
when reported according to norms and I execute this indemnity bond for Rs.....to prove
my financial stability.

Tenderer

Executive Engineer