

E-Tender No. 22/20-21 EE PH Dn Kochi (Due Date of submission on 20/07/2020 upto 16.00 hours)

Name of Work:- MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath. The tender documents should be submitted in one cover. This includes details of EMD and

Preliminary Agreement. The original (Hard copy) should be submitted to the Executive Engineer, P.H.Division, KWA, Kochi-16 on or **before opening of the tender.**

Price Bid: Working charge in Tender schedusle **BOQ** shall be quoted by the bidder in the Tender documents through the electronic Media only.

Executive Engineer



KERALA WATER AUTHORITY
P.H. DIVISION, Kochi-16

No. A3-4059/2019

Date: 13/07/2020

E-TENDER NOTICE
(E-tendering mode only)

The Executive Engineer, PH Division, Kerala Water Authority, Kochi-16 invites competitive Electronic Tenders on behalf of Managing Director, Kerala Water Authority from registered A, B, C & D class Contractors of KWA having experience, Technically and Financially sound reputed bidders fulfilling eligibility criteria as described in the Bid documents for the following tenders.

Sl. No.	Name of Work	Tender No.	Probable amount of contract Rs.	Cost of Tender form Rs.	EMD Rs.	Class of Contractor	COT	Time of completion
1.	MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.	22/20-21	645935/-	1446/-	16150/-	D and above.	Civil	45 Days

Tender documents available in Web site. : www.etenders.kerala.gov.in from 20/07/2020

Mode of payment for bid document : online payment using Net banking facility of SBI or any of the enlisted banks through SBI MOPS.

Clarification regarding bid : View BOQ

Site Visit : Contact Asst. Executive Engineer, W.W Sub Division, Kochi-05

Last date and time for receipt of tender : 20/07/2020 up to 16.00 hours.

Date and time of opening of tenders : 22/07/2020 at 16.00 hours.

Validity (firm period) : 120 days

Corrigendum if any : Corrigendum if any will be published in website

Interested bidders can get further details regarding the work from the office of the Executive Engineer, P.H.Division, Kochi-16 (Phone 0484-2392926, Email ID:phdivisionkochi@gmail.com) or from the Asst.Executive Engineer, **W.W sub Division, Kochi-05**. The tenderers can view / download the tender notice and other tender documents, free of cost from the website. Intending tenderers may enroll themselves for e-tendering in the website www.etenders.kerala.gov.in. One time registration is valid for all KWA tenders. The contractors who are registered for e-tendering and have valid password can only view / download the Tender Documents. The Tender Schedule shall be filled up in the prescribed format provided in 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 mechanism for e-procurement system of Govt. of Kerala. Only those tender schedules which are downloaded from the website only will be considered. Bidders can make use of the links "help for Contractors", "FAQ", "Bidders Manual Kit" etc. in the website for more details on registration and bid submission. They can also contact over phone or by mail to the regional offices of Kerala State IT Mission in the addresses available in the website for further assistance.

All documents shall be submitted electronically by uploading before 16.00 hours on **20/07/2020**. The original /attested copy of all the documents shall be produced **before opening of the tender**.

Preliminary agreement in the prescribed form in Rs.200/- Kerala Stamp paper duly signed and sealed shall be uploaded without fail.

In the event of specified date being declared a holiday the event take place at the same time and place on the next working day.

Bidders are requested to furnish Telephone number/FAX number/E-mail ID for speedy transfer of information. Executive Engineer will not be responsible for any cost or expenses incurred by bidders in connection with preparation or delivery of bid, or loss of any document during transit. All other relevant rules followed by KWA shall be applicable to this tender also.

Visit us at –www.etenders.kerala.gov.in.

Place: Kochi,
Date : 10-06-2020

Executive Engineer
Public Health Division,
Kerala Water Authority, Kochi-16

KERALA WATER AUTHORITY

General Tender Terms & Conditions for Kerala State e-Procurement System through <https://www.etenders.kerala.gov.in>

This tender is an e-Tender and is being published online for the work/supply

MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.

The tender is invited in ONE/TWO (strike off whichever is not applicable) cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0921-2577088/188/388 or 0484-2339206, 2332292 or 0497-2792928, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Pre-bid meeting: As mentioned in the tender documents. Tenderer Tendering Authority

iii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Hard copies of all tender documents and other supporting documents shall be submitted to the tendering authority within three days of opening of the tender. However, the online submitted documents will always supersede the manually submitted hard copies of documents for tender evaluation.

v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

vi. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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C). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical Cover based on 1cover or2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- i) Document 1 : Scanned copy of duly filled and signed preliminary agreement prepared in Kerala Stamp Paper worth Rs.200/-
- ii) Document 2 : Scanned copy of documents to prove eligibility criteria
- iii) Document 3: The NIT documents of the work downloaded from the website to agree with the tender conditions
- iv) Document : Any other documents as per the requirement of the tender conditions
- v) (the number may vary with departments/ Tender requirement)

Kerala Water Authority doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D). Tender Fee and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender fee and Earnest Money Deposit (EMD) or Bid Security amount as per the tender documents. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

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State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)

1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	92	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	92	UCO Bank
21	Federal Bank	92	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	92	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

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B) Internet Banking Options (Corporate)

1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoViththal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the eProcurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI and Other Banks*** will be shown. Here, Bidder may proceed as per below:

a) SBI Account Holders shall click SBI option with its Net Banking Facility., where SBI Account Holders shall click SBI option with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/92 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.

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E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender fee and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

The bidders have the opportunity to revise the rates or documents uploaded by him even after submission, till the closing date of the tender. Also the bidder can withdraw his offer before the closing date. Resubmission will not be possible for withdrawn bids. The option is available from "my active bids" link.

Tenderer

Tendering Authority



E-Tender No. 22/2020-21 EE PH Dn Kochi-16 (Due Date of submission on 20/07/2020 upto 16.00 hours)

Name of Work: MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.

To

The Executive Engineer,
P.H.Division, KWA, Kochi-16.

Sir,

I/We do hereby tender to execute the work enumerated in the schedule accompanying in accordance with the terms in your Tender notification dated 20/07/2020 and specifications and conditions of contract in force in KWA and conditions accompanying with the tender documents.

1. Copy of the specifications duly signed is also enclosed.
2. Preliminary agreement duly executed and signed in stamp paper worth Rs.200/- is also enclosed.
3. I/We further agree to complete the entire work within 45 days from the date of Selection notice 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 the whole work be not
5. In consideration of I/we being registered as a contractor in the KWA and /or invited, to tender. I/We agree to keep the tender open for acceptance for 4 months from the due date of submission thereof and not to make any modification in its terms and conditions which are not acceptable to Authority. A sum of 2.5% of the PAC subject to a maximum of Rs 50,000/- is hereby forwarded in online payment using internet banking facility of SBI or by using NEFT facility 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 Authority.

OR

If after the tender is accepted, I/We fail to execute the agreement as provided in clause No.13 of Tender Notifications or to commence the execution of the works 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 of otherwise.

- i. Tender Schedule
- ii. Preliminary Agreement
- iii. Earnest Money 2.5% of the PAC subject to a maximum of Rs. 50,000/- through online payment using internet banking facility of SBI or by using NEFT facility
- iv. Signed copy of specification

Usual signature of tenderer

Full Name :

Nationality

Place and Residence

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KERALA WATER AUTHORITY, P.H.DIVISION, KOCHI-16

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KERALA WATER AUTHORITY

G.W.D.

FORM NO. 83

NOTICE INVITING TENDERS FOR WORKS

E-Tender No.22/2020-21 EE PH Dn Kochi-16

Name of Work:- : MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.

Last date of submission of Tender **20/07/2020 upto 16.00 hrs**

KERALA WATER AUTHORITY
NOTICE INVITING TENDERS FOR WORK
FORM No. 83

Electronic tenders are invited for and on behalf of Kerala Water Authority from Registered **A to D** class of contractors of KWA having experience technically and financially sound for the following work in single stage system.

Name of work:- **MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.**

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 specifications and conditions of contract in force in K.W.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 on over all 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 shoring, bailing, out water scaffolding etc. **‘The rates quoted shall be exclusive of GST’..**
3. (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.
4. Tender should be electronically uploaded on or **before 20/06/2020, 16.00 hours**. They will be electronically opened on **22/06/2020 at 16 hours** by Executive Engineer, such officer as may be authorized in this behalf in the presence of such of those tenderers or their authorized agents 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 date of opening of tenders will be intimated in writing to tenderers.

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 initials and by the tender, if present a list of corrections which remain unattested by the tenderer will be read out. Each tender should be accompanied by a receipt for **an Earnest Money Deposit of 2.5% of the**

PAC subject to a maximum of Rs.50,000/-. The Earnest Money may be produced in only through online payment using internet banking facility of SBI or by using NEFT facility. Unless the tender cost and EMD payments are made successfully, the submission of the tender will not be possible.

Tenderer

Tendering authority

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.

- 5. Selected contractor will be required to produce Income Tax and GST clearance certificates before final payment is made for the work, and before security deposits released. New tax rules imposed by Government as and when like GST will be applicable to this tender.**

5. (a) A sum equal to 4% of the value of purchasable items utilized in the work will be retained except that of departmental supply from each bill as advance towards **GST Department** when the amount is finalized. The percentage will be worked out with reference to the contracted value of the work whether it is below or above the estimate.

(Ref. G.O. M.S. 229/17/TD Taxes (B) Department dated Trivandrum, 4-3-1997 and GO (MS) No. 92/86/TD (B) dated TVM. 4-6-88)

- 6. The contractors submitting tender should produce copies of solvency certificates clearly indicating to what extent they are solvent, from the Tahsildar of Taluk where they reside along with their tenders.**
- 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 from the proprietor or proprietors and for each of the partners as the case may be.

If a certificate had already been produced by the tenderer during the calendar year in which the tenderer is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificates was produced are given.

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

- 8. The tenderer shall examine closely the Madras detailed Standard Specifications and CPWD specifications, and also the standard preliminary specifications contained therein and sign the divisional office copy of the Madras Detailed Standard Specifications and its addenda volume in token of such study before submitting his tender unit rates which shall before finished work in site. He shall also carefully study the drawing and additional specifications and all the documents which from part of the agreement to be entered into by the accepted tender. 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/Asst. Executive Engineer.

9. 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 Specification shall be used on the work, and the tenderer shall quote his rate accordingly.
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 class of materials to be obtained from quarries or other sources 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 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 of 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 he shall so state clearly in his tender and state where from 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 seigniorage, 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.

11. The tender'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.

12. In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of **120days**. 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.

Tenderer

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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 the month.

13. As per the proceedings of the Managing Director, Kerala Water Authority, Thiruvananthapuram based on Government Order G.O. (P) No.429/15/Fin dated 28.09.2015 of the Finance Department and as per further clarification issued vide Government Order No. G.O. (P) No.19/2016/Fin dated TVM 03-02-2016 **performance guarantee**, the amount collected at the time of executing contract agreement will be 5% of the contract value (agreed PAC) and the deposit will be retained till the expiry of Defect Liability Period. **At least** fifty percent (50 %) of the deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee or any other forms prescribed in the revised PWD Manual.

'Additional performance guarantee' will be insisted if the amount quoted is between 11% to 25% below estimate rate. "Additional performance guarantee will be required in all cases where quoted rate falls below 10% of the estimate rate but the maximum permissible lower limit is 25% below the estimated cost. The 10% standard exemption will be applicable to all estimates quoted below estimate cost upto 25%. If the rate quoted by the contractor is "x%" below estimate cost (where x lies above 10% and upto 25%) the performance guarantee for an amount equal to (x-10)% of the estimate amount shall be obtained from the Contractor". Fifty percent (50 %) of the deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Guarantee issued from any Nationalized bank/Scheduled bank/Kerala Financial Corporation or any other forms prescribed in the Kerala PWD manual. Additional performance Guarantee shall be collected before executing the agreement in the same form as Performance Guarantee and may be released while passing the final contract bill. The tender with quoted amount less than 25% below estimate rate (or less than 75% of the estimated value of work) will be accepted in accordance with G.O. (P) No.124/2016/Fin dated 29-08-2016.

The acceptance of tender excess shall be based on LMR or quoted amount whichever is less.

Performance Guarantee shall be treated as security for the proper fulfillment of the contract and the tenderer shall execute agreement for 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 as 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 the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to Government results, the same will be recovered from him as arrears of revenue, but should it be a savings to Government, the original contractor shall have no claims whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contract on this or any other subsisting contractors or under the Revenue Recovery etc. or otherwise as the Government may decide.

14. The clause of Performance Security Deposit as per Proceedings No.KWA/HO/WN/33/97 dated 20-09-2016 is applicable. Performance security Deposit is the retention amount deducted from the running bill of the contractors in addition to the 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 Guarantee 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 security deposit.

Tenderer

Tendering authority

15. The acceptance of the tender rests with the Executive Engineer who does not undertake to accept the lowest or any particular tender.
16. 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 of exigencies of work is reserved with the department.
17. 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 and / or of the **Executive Engineer, P.H Division, Kochi-16**, on any working day during office hours. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by omission, deductions or addition at the discretions, 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.
18. Printed Departmental forms of tender and general specifications can be downloaded from the web site www.etenders.kerala.gov.in at free of cost by all enrolled contractors.
19. 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 tenderers will also be refunded within a week from the date of acceptance of the tender.

20. Solicitors fee, if any to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements will be paid and the same recovered from the successful tenderer.
21. 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 specification 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 tenderer shall indemnify Government against any loss to Government; due to failure on the part of the tenderer to carry of such portion of the work allotted to him at the rates quoted by him.

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

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

Tenderer

Tendering authority

23. **The work should be completed in all respects within 30 days from the date of Agreement and in any case not later than20....**
24. 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 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 there from as the case may be the difference (if any), between the amounts mentioned in the Schedule A for such items and the amounts arrived at by calculation as 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 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 addition and deductions or 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 be treated as 'extras'. They will include only items of work 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 in 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 item, only after receiving instruction 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 items whether additional, altered or submitted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.

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- ii) In the case of extra items whether 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 items with reference to 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 rates exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra items after applying the Tender deductions except on cost of departmental materials, 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 materials. 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 rate 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 rate giving due consideration to analysis of the rate furnished by the contractor with supporting documents, including contractors with supporting shall he added on 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 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 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.

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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. 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 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 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 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 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 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 lumpsum secured for works done but not billed for.
25. 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 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.
26. 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 others to receive payment of the contractor’s behalf.
27. The Executive Engineer or other sanctioning authority reserves the right to reject any tenders or all the tenders without assigning any reason thereof.
28. Cement and M.S./Tor rods required for the work will be supplied departmentally from the Division Stores and their value recovered at Rs. per bag of 50Kgs. of cement and Rs. per/Kg. of M.S./Tor rods Cement and rods as well as other materials so issued shall remain the property of Government through in contractor’s custody and shall not be removed from the stores at work site except under written authorization by a competent authority not below the rank of

Assistant Engineer. In the case of M.S./Tore rods the maximum wastage up to 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.

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29. Any other materials available in Departmental 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.
30. The contractors quoted rates shall be inclusive of seigniorage, ground rent etc, that may be payable to the owners of private quarries.
31. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25 and to the nearest paise in the amount is below Rs. 25.
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 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 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 Chief Engineer (B & R) for the various items of road work a variation of plus or minus 12.5 percent may be allowed to the average. If the daily out-turn from the roller falls outside the permissible variation, 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 case where the variation is due to authenticated periods of break-down of the roller or inclement weather.

33. An 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 his cost.

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34. 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 sanctioned requirements shall be recovered at book value or issue rate plus 20 percent supervision charges or market rates whichever is higher with GST and in addition specific penalty rate stipulated by the departmental 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 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 / Superintending 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 than 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.

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 cousins of the officer concerned 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.
36. 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 later and also for any loss damage, theft, mishandling, weathering or any cause whatsoever.
37. 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.
38. The contractor shall 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.

39. 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 department from time to time.
40. If the department undertakes or supply particular materials no claim for extra payment on account of delay in the supply of materials will be entertained.

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Tendering authority

41. In the case of construction of staining to wells excessive tills any occurring to the extent which is more than the percentage allowed as per rules will have to be rectified by the contractor all 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.
42. 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.
43. 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. 25000 p.m. and Rs. 15000 p.m. to the Engineering Graduates and Engineering Diploma Holders respectively.

Cost of Work executed

No. of personnel to be employed

For works costing Rs.2 lakhs up to Rs.5 lakhs	One Engineering Diploma Holder
For works costing from Rs.5 lakhs up to Rs.10 lakhs	One Engineering Graduate and one Diploma Holder.
For works costing over Rs.10lakhs	One Engineering Graduate and two Engineering Diploma Holder.

44. Tenders which are not in conformity with this tender notice are liable to rejection.
45. This tender notice with the conditions stated herein will form part of the contract documents.
46. 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 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 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.
47. 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 not 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.

48. 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.
49. 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.

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50. 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 Government vide G.O. (P) No. 136/74/P.W. dated 8th August 1974.

Contractor

EXECUTIVE ENGINEER

SPECIAL CONDITIONS

Name of Work:- **MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.**

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 on over all percentage above or below or 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 the irrelevant portion and attesting all the corrections. The rates quoted shall be inclusive once, covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing, formwork scaffolding etc. **The rates quoted shall be exclusive of GST.**
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 variations and the contractor is bound to do additional quantities of work if found necessary at his quoted rate.
4. **All the rates quoted should be exclusive of GST also. The payment will be inclusive of GST. The contractor should have valid GST registration at the time of quoting tender. Those who not possess GST registration who had quoted tender will be summarily rejected.**
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 correction 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 should be submitted through online payment using internet banking facility of SBT or by using NEFT facility.
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 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. G.W.D. 83.

Tenderer

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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 lumpsum 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 GST per drum with cost of bitumen will be recovered from the contractor.
The contractor shall return the empty bitumen/tar drums in an acceptable conditions to the Executive Engineer. Empty tar/bitumen drum in which the top lid alone is cut opened 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, GST at the prevailing rates will be recovered in addition to the departmental recovery plus 20 percent storage.**
15. For cement and M.S./Tor rods issued for the work but not used, 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 GST.
16. It will be 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 an in such a way as not to cause any hazards to traffic. The sacks 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. Siliceous 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.

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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 200metre 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 200metre length may be accepted at the discretion of Executive Engineer and in that case such will be paid at half of the agreed rate. Similarly if supplies fall short by more than 1 percent recovery for this deficiency will be made at $\frac{1}{4}$ 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 subject to its being penalized 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 GST.
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 at any rate it should not exceed 3 percent of the actual stage.
26. 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.
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 GST or at current market rates at the time of issue whichever is higher.
28. Hire charges of tar boiler and sprayer is 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 the same spot at his cost and responsibility.
30. A day means 8 working hours for purpose of calculation of hire charges of rollers, pump-sets and other machinery unless otherwise specified.

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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 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 authenticated periods of break down 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 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 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. 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”.
- 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 or road work. A variation of plus or minus 1.5 percent may allowed to this average. If the daily out tern from the roller falls outside the permissible variations, the contractor shall be charges at 1 and 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 variations is due to authenticate 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 powering 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 tap measurements as per rules prevailing in the department.

36. 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.

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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 sue.
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. 18-8-927/92/LD, dated 7th March 1992 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 provision of the workmen’s compensation Act apply, take steps to properly insured against any claims there under.
41. 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.
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 notices within 3 months (6 months in the case 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 latest GST and agricultural income tax clearance certificate for receiving final payment.**
45. The contractor shall be responsible for the payment of GST as per rules in force time to time and the rates 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, Income Tax and Income Tax due to Govt. Agricultural from the contractor will be recovered from his bill for the work as per the advice of the authorities concerned.

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46. All sums due to the Government under or by virtue of this contract shall be recoverable first time the security furnished by the contractor and if the same is found in sufficient, 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 in any other manner as the Government may deem fit.
47. 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 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.
48. In 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 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 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 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 percent 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 the whole amount of retention plus security deposit. All damages payable under the provisions of this clause or 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 of excess of departmental materials actually used as well as labour charges for handling the short or excess if any provided in the same position.

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51. The Earnest Money Deposit of the unsuccessful tenders will be refunded immediately after tabulating the tenders keeping only the earnest money of the **first three** lowest tenderers, in the earnest money of the remaining to unsuccessful tenderers will be refunded within a week from the date of acceptance of tenders.
52. The contractors 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 one Diploma Holder (Civil Engineering) for works costing Rs.5 lakhs up to Rs.10 lakhs and one Engineering Graduate and to Diploma Holders for works costing over 10 lakhs for one or two years according to the tenure of contract paying Rs. 25000 p.m. and Rs. 15000 p.m. to Engineering Graduate and Diploma Holder respectively.
53. All other conditions and specifications of contract are the same as those current in the department.
54. The method of measurements will be as per Indian Standard 1200-1992.
55. All concrete should be machine mixed 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.

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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 piece work noticed at the time of inviting tenders for the work and where such wages have not been so noticed, 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 labourers 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 P.W.D. Contractor's labour) regulations made by Government in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wages register, other items of employment, inspection and submission of periodical returns and all wage cards publication of scale of wages and returns and all other matters of like nature.
- (d) The Executive Engineer or Sub Division Officer concerned shall have the right to deduct from the moneys due to the contractor and any sum required or estimated to be required for making good the loss suffered by a work or workers by reasons of non-fulfillment of the condition of the contract for the benefit of the workers, non-payment of wages or deductions 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. – Accidents – Hoarding – Lighting – Observation – Watchmen.

- (a) When excavations have been made or obstacles are put in public through – fares or in places where there is a likelihood of accident, the contractor shall comply with any requirement of law on the subject, and shall provide suitable hoardings, lighting and watchman 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.

Tenderer

Tendering authority

- (c) On the occurrence of an accident which results in the death of any of the workmen 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 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 in 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.

Contractor

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 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.

SPECIAL CONDITIONS

1. As per G.O. (P) No.429/15/Fin. Dated 28-09-2015 of the Finance (Industries and Public works –B) Department and Proceedings No.KWA/HO/WN/33/97 dated 20-09-2016, the additional performance guarantee is required for all works quoted between 11% to 25% below estimate rate. The tender with quoted amount less than 25% below estimate rate (or less than 75% of the estimated value of work) will be accepted in accordance with G.O. (P) No.124/2016/Fin dated 29-08-2016.
2. Time allowed for executing agreement without fine will be **15** 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 a minimum of Rs.500/- and maximum of Rs.15000/-. The tender will be rejected if the agreement is not executed within one month.
3. Extension of time of completion of work and fine.

<u>Period of extension</u>	<u>Rate of fine</u>
First three months	1% of the PAC subject to a maximum of Rs. 15000/-
Next every three months	2% of the PAC subject to a maximum of Rs. 30000/-

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.
3. E.M.D. and cost of tender form should be paid through online payment using internet banking facility of SBT or by using NEFT facility.
4. Hard Copy of Contractor's Registration details need to be produced only before awarding the work. Soft copy must be uploaded.
5. **Negotiation with first lowest shall not be done.**

CONTRACTOR

EXECUTIVE ENGINEER

KERALA WATER AUTHORITY

P.H.Division, Kochi-16.

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 inclusive of hire charges for the tools and plant, excise duty etc. and all other incidental charges and exclusive of GST. 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 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 Perumbavoor / Thodupuzha / Piravom and their value recovered at the following rate.

1. Cement	:	Rs.	/Tonne
2. MS Rods	:	Rs.	/Quintal
3. Tor Steel	:	Rs.	/Quintal

(b) Pipes, specials, M.H. Covers & Frames and valves which are to be issued by the Authority will be issued from the Authority pipe dump or stores Kochi-16 / Perumbavoor / Kochi-16 free of cost, unless otherwise specified.

(c) Lead, Lead wool and hemp required for the work will be issued by the Authority from the Stores at Kochi-16 / Perumbavoor / Kochi-16 and their value recovered at the following rate.

1. Lead	:	Rs.	/Kg.
2. Lead wool	:	Rs.	/Kg.
3. Hemp	:	Rs.	/Kg.

6. Cement / Tor Rods / MS Rods and other materials issued for the work should be stored suitably 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 storage is noticed, contract is liable to be canceled immediately and suitable action will be taken against the contractor for the misuse of Authority materials.

Tenderer

Tendering authority

7. Surplus material should be returned to the Authority Stores as per the directions 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, **GST** 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 Rs.....per quintal or Tor steel will also be recovered from the contractor.
9. **F.C.C. will not be paid unless contractor has produced Income Tax and **GST** clearance certificates.**
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 to engage suitable experienced hands for the execution of the work. He should also see that the works are carried out in the presence of his authorized representatives, if he is not in a position to be present himself at the work site during working hours.
12. If the Kerala Water Authority undertakes to supply certain materials no claim for extra payment on account of delay in the supply of these materials will be entertained.
13. The contractor shall examine whether there are any gas mains, electric or phone posts or 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 are diverted or otherwise arranged for.
14. The contractor shall be responsible for any damage which may be caused to power or phone posts or cables or to any building, walls or pipes etc. nearby on account of the 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 posts electric and telephone cable during excavation and no extra payment will be given for this.
15. The contractor shall examine and satisfy himself that the beds and of the trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory by him the contractor shall bring to the notice of the officer-in-charge in writing and on receipt of the letter/orders take necessary steps to make the trench firm and suitable for laying pipes.
16. The Authority materials issued to the contractor shall be taken charges of the pipes dumps or stores by the contractor after satisfying himself about their sound condition and granting receipt to the officer-in-charge for the purpose of inspecting, weighting or testing the pipes and materials as he shall fit to do.

Tenderer

Tendering authority

17. All pipes, specials, valves etc. shall be transferred and stores adjacent to their final position on the work, where they are to be used at 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 intended that they should be left to lie about the roads longer than is absolutely necessary.
18. The pipes, specials, valves etc. shall be handled very carefully during loading, unloading, conveyance and lowering operations as per the directions of the Authority officers under their approved modes and with approved implements and should be satisfied that they are not defective / damaged.
19. If any of the materials issued to the contractor in good condition becomes thereafter damaged before, when or after being placed in the work, the contractor shall pay for the damage at the rates fixed by the Authority as per rules in force.
20. No payment will be made for additional pumping for bailing out water that may 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 Assistant Engineer and Assistant Executive Engineer of the Authority in charge and under heir directions.
22. If tests show any defect in the works, such portion has to be redone and got retested to the satisfaction of the Authority officers at the contractor's cost.
23. If for lack of specials after commencing the work, pipes have to be laid with open and, 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 these current in the Kerala Water Authority.
25. All the relevant clauses of the specification for earth works trenching re-filling, shoring, receipt, transport and custody of materials conveyance to work site laying testing etc. for cast iron A.C/PVC pipes in the Madras detailed standard specification / ISS shall apply to all kinds of pipes.
26. Where trenching is done, caution boards, red flags and danger lights, should be provided by the contractor at his cost as per standard practices details of which are available in Executive Engineer's Office.
27. After re-filling the trenches, the contractor is responsible for a period of two months to maintain at his cost, the surface of the refilled trenches free of depressions, pot holes or other irregularities.

Tenderer

Tendering authority

28. The contractor shall be responsible for the safe custody of all the materials taken charge by him subject however the direction and control of the officer-in-charge.
29. 1% (one percent) bill amount including cost of departmental materials to be recovered towards the recovery on account of construction works “Workers Welfare Fund” insisted as per Order No. G/4/1992 dt. 10-6-1992 of the Chief Executive Officer C.W.W.F.B. (govt. Endt. 33874/92/LAD dt. 24-7-92) Kerala Workers Welfare Board.
30. The F.C.C. for the work of O.H. Reservoir/G.L. Reservoirs will be paid only after the tank is got tested by filling water as instructed by the Deptl. Officers without any extra cost.
31. In addition to other tests as per M.D.S.S. and I.S.S., cube tests of concrete for R.C.C. work shall be conducted as per relevant I.S.S. without any extra charges.
32. **As per Section 7(7) of the KGST Act, 1963 every contractor in Civil works of construction of buildings, bridges, roads, dams and canals including any repairs of maintenance of such civil works, may at his option instead of paying tax in accordance with Clause (iv) of Sub Section (i) of Section 5 pay tax at the rate of two percent of the whole amount of contract and which shall be deducted from the payment made by the awarder at every time including advance payment and shall remit it to Government.**
33. From the “On Account” payments deductions shall be made by the Authority at the rate of 1% of the amount of bill less cost of departmental materials supplied towards contribution to the Kerala Construction Workers Welfare Fund Board.

The compound rate of **GST** with effect from 1-4-92 in respect of Civil works as per Section 7(7) is 2% of the total contract amount plus surcharge at 5% of the tax where the total turnover is above Rs. 1 lakhs but below 10 lakhs or surcharge at 8% where it exceeds Rs. 10 lakhs.
34. While complying with Clause 42 on page 7 of the following points also shall be observed.
 - a. The contractor shall declare the name, qualification and experience of each of the engineering personal he is deputing to the supervision of the work and get approval from the K.W.A. for the same before execution of the agreement.
 - b. In case he wants to substitute any engineering personal shall also only after getting approval of Executive Engineer in the same manner described as above.
35. Whenever a day concreting exceeds 15 m³ concrete test cubes shall be cost as per standard specifications IS 456/92, IS 1199/92 etc. and got tested in approved laboratory to ensure the quality of the concrete work in the presence of departmental officers. The rate quoted shall be inclusive of this term and no separate payments shall be admissible.

Tenderer

Tendering authority

36. The tenderer shall submit the detailed programme of work along with the tender giving due consideration for the rainy seasons.
37. Tenderers should quote the rate as shown below.
- a. For labour rates – the tenderers should quote percentage excess/deduction over the PAC in appropriate space left out the end of the schedule in Form A. This rate shall be applicable for all materials except cement, steel and any other items which has been expressly stated in the schedule as to be supplied by the Authority.
 - b. The approximate quantities of steel and cement required for the work are noted in Form B. The tenderers should quote the rate for cement and steel they will be supplying for the work in Form B.
38. Corrections/over writings shall be attested with full signature by the tenderer. A correction slip listing all corrections/over-writings shall be enclosed duly authenticated by the tenderer along with the tender.
39. LIQUIDATED DAMAGES
- If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract the purchaser shall without to its other remedies under the contract deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed service as for each weeks of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached the purchaser tenderer may consider termination of the contract at the risk and cost of the contractor.
40. Tenders submitted without preliminary Agreement is liable to be rejected.
41. 1) The field test pressure to be applied for the DI pipes shall not be less than the greatest of the follows:-
- a) 1.5 times the maximum sustained operating pressure.
 - b) 1.5 times the maximum pipe line static pressure.
 - c) Sum of maximum sustained operating pressure and maximum surge pressure.
- 2) Field test pressure of PVC pipes shall be 150% of the designated pressure class of pipe.
- 3) Field test pressure of AC pipes will be 75% of the work test pressure (factory test pressure).
- 4) Field test pressure of HDPE pipe shall be as per IS 4984-1995 or as amended from time to time.

TENDERER

EXECUTIVE ENGINEER
P.H. DIVISION, Kochi-16

DECLARATION

Name of the Work :- MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.

I do hereby declare that I am not related to any of the officials in-charge of the above work or having control over the work.

Contractor

ANNEXURE-4.
FORM OF PRELIMINARY AGREEMENT
(KERALA STAMP PAPER WORTH Rs. 200/-)

“Preliminary Agreement entered in to on this day of (month)
.....Two thousand and eighteen between
.....
.....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.....
.....

WHERE as the Authority invited tenders for the work as stated above
**Name of Work :- MLA SDF 2020-21 Extension of distribution lines in wards
3,9,11,16 of Kumbalanghy Panchayath.**

(here enter the name of the work) by Notification No.....
dated..... in the..... AND WHERE Para 13 of
the notice inviting tenders stated as follows.

Before commencing work or within 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 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 an 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) the earnest money 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 an arrears of revenue, but should it be a savings 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.

Tenderer

Executive Engineer

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.
2. The tenderer hereby agrees and undertake to perform fulfill all the operations and obligations connected with the execution of the said contract work namely
.....
..... (hereafter the name of the work) if awarded in favour of the contractor.
3. 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 there in 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 released 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 (PS & GL) or any other officer or officers authorized by Kerala Water Authority in this behalf, taking into consideration the prevailing rates and after giving due notice to the contractor. The decision taken by such Authority, officer or officers shall be final and conclusive and shall be binding on the contractor.
4. 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.
5. The contractor further assures that it is clearly understood 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 he 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.

TENDERER

EXECUTIVE ENGINEER

IN WITNESS where of..... (hereinafter 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..... Executive Engineer, P.H. Division, Kochi-16 Office/Officers of Kerala Water Authority.

EXECUTIVE ENGINEER

In the presence of witness:

- 1.
- 2.

Signed and delivered by.....
.....Contractor.

In the presence of witnesses:

- 1.
- 2.

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

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

Tenderer

Executive Engineer

KERALA WATER AUTHORITY

FORM OF TENDER

G. W. D. 84

E-Tender No. 22/2020-21 of EE PH Dn Kochi-16

Division : P.H Division, Kochi-16

Sub-Division : Karuvelippady Sub Division, Kochi-05

Name of Work : MLA SDF 2020-21 Extension of distribution lines in wards 3,9,11,16 of Kumbalanghy Panchayath.

.

Date of Issue.....

Name.....

Address of Tenderer.....

.....

KERALA WATER AUTHORITY

SPECIFICATIONS

PART I – 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 watchman 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 end 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.
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 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 through out 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 defence 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 Departmental shall be handed over to him at the Division Office or Store Yards at Division Head Quarters of K.W.A. Central Stores, and the charges, for their handling loading and unloading and conveyance to and from for 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.
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 on accumulating there in.
9. The Contractor shall be responsible for the proper use and cost of protection of materials 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 per cent 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 by the Authority for guidance in the execution of the work are not disbursed removed or destroyed. If any such marks are in the opinion of the Division Officer found disbursed, 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 expenses of the Contractor as may be ordered by the Officer-in-charge.

12. In all case 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 specifications 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 authorized 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 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 so 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 for extra payment.

SPECIFICATIONS

Part (I)
Part (II)

Materials
Work

(As current in the Kerala Water Authority)

Signature of Tenderer.....

Date.....

**Executive Engineer
Kerala Water Authority
P.H. Division, Kochi-16**

SPECIAL CONDITIONS

1. Tenders are to be submitted in one cover system. The tenderer should submit preliminary agreement, MoU and other tender documents except price bid.
2. Liquidated damages @ 0.5% of the value of unfinished portion of work per week subject to a maximum of 10% of the total value of contract. The Executive Engineer should keep a confidential report on contractors worked under him. The purpose is to use their confidential reports while scrutinizing the renewal of the registration of the Contractors. The authority competent to renew the license or registration of the contractors shall at the time of renewal obtain a declaration from the applicant regarding the works undertaken by him showing the name of work, Agreement No., address of agreement executing authority, actual time of completion, agreed time of completion, estimated PAC, actual payment received, current status etc. The renewing authority shall obtain the confidential reports from the officers, only after collecting the report from the officers the renewal shall be allowed.
3. If the cement and steel are found not in accordance with IS standards, the same will be rejected.
- 4. For the workmanship of the structure and water tightness of the joints, the contractor should provide guarantee for a period of 1 year after commissioning.**
5. Cement and steel should be used as per data provision for each items and payment will be made for the finished product only.
6. Steel should be provided as per the design. The quantities of cement and steel provided in the estimate are as per design and there is likelihood of change in quantity contractor should verify the actual requirement based on the approved design before effecting supply. In case of any alteration is should be brought to the notice of the estimate sanctioning authority prior to execution and sanction obtained.
- 7. Work contract tax at the rate of 5% plus surcharge of the value of the contract where the total value of contract does not exceeds Rs. 50 lakhs & 70% of the rates shown in the fourth schedule against such contract less any tax paid, by him under KGST Act 1963 at the time of purchase of any items used in such contract (Where the contract value exceeds Rs. 50 lakhs). The transfer of which to the works is effected without any processing or manufacture will be recovered from the bill.**
8. Labour welfare fund 1% of the value of contract will be recovered.
Income tax 2% of the value of contract will be recovered.
9. If the contractor fails to deliver all or any of the stores or perform the service within the time/period specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages a sum equivalent to 0.5% of the undelivered price of the delayed stores or unperformed services for each week of delayed stores or unperformed services of each week of delay until actual delivery or performance reach up to maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached the KWA may consider termination of the Contract at the risk and cost of this Contractor.
10. The contractor is responsible for the proper levels and alignment of the finished structure so as to ensure smooth flow of water.

- 11 The contractor should arrange for the testing of the structures and should satisfy the Executive Engineer, about the water tightness at his own cost.
- 12 Contractor should submit 5 copies of the detailed as built drawings of the structures as the case may be. Time is the essence of the contract.
- 13 The contractor should submit a realistic implementation schedule along with the tender. He should start the works within 15 days of receipt of firm work order and progress of the works as per the accepted implementation schedule.
- 14 Security (Performance guarantee) will be released on expiry of the guarantee period of 12 months after testing and certifying water tightness of the joints and after passing of final bill.**

Tenderer

Executive Engineer.

ADDITIONAL SPECIAL CONDITIONS FOR SUPPLYING AND LAYING CONTRACTS.

- 1) The PVC pipes to be supplied under this contract shall be manufactured as per IS 4985 – 2000, as amended from time to time and shall bear ISI Certification mark. The specials shall be of the same class as the pipes and shall bear ISI marks.
- 2) The CI pipes to be supplied under this contract shall be manufactured as per IS-1536/2001 and amended from time to time and shall bear ISI certification mark. The pipe shall be tested and certified by third party inspection agency before dispatching from the factory. The certificate has to be produced to the Executive engineer before laying pipe.
- 3) The G.I. pipes and fittings required to be supplied shall also be as per relevant IS.
- 4) The D.I. pipes to be supplied shall be manufactured as per IS-8329-2000 (3rd revision) with latest amendments if any, and shall bear ISI certification mark. The D.I. specials shall confirm to IS-9923-2000 with latest amendments if any.
- 5) The HDPE pipes to be supplied under this contract shall be manufactured as per IS 4984-1995 as amended from time to time and shall bear ISI certification mark. The specials shall be of the same class as the pipes and shall bear ISI marks.
- 6) The valves to be supplied shall manufacture as per relevant IS and shall bear ISI certification mark.
- 7) The pipes shall be procured from manufacturers only and shall be tested at the factory. For assuring the quality of the pipes, pre-delivery inspection of pipes are to be conducted at the manufacturers premises, either by Departmental Officers or by third party. The testing of pipes and the authentication of test certificate should be done by an approved third party inspection agency agreeable to KWA and witnessed by the technically qualified officers of KWA, if the contract value exceeds Rs. 100 lakhs and by a Departmental officer deputed by KWA if the contract value is less than Rs.100 lakhs. Assistant Executive Engineer/Executive Engineer/Superintending Engineers having minimum 5 year service before retirement shall only be deputed for pre-delivery inspection conducted in the manufacturing unit. The tendering authority shall use his/her discretion in this case. The cost of testing pipes shall be bear by the Contractor within the quoted rate and no separate claim shall be allowed. The TA/DA of the Departmental Officers, if deputed for testing of pipes / witnessing of testing shall be borne by the KWA, if the results of the testing is positive and accepted. In case if the testing yields unacceptable results then all the expenses incurred by KWA towards such deputation of officers will be treated as the liability of the Contractor. All the pipes shall bear the inspection stamp of the third party inspection agency/Departmental Officers.
- 8) After laying of pipes, the quality of all pipes shall be verified and confirmed by pressure testing by field officers not below the rank of Assistant Executive Engineer. Positive results reported from pre-delivery inspection does not relieve the contractor of his responsibility for the quality of materials supplied at site and in case the material fail to withstand the testing at site, the agreement authority shall have all rights to ask the contractor to replace the materials at his cost. In all such cases the tenderer will be liable for all the financial losses to KWA.

- 9) No mobilization advance shall be paid to the contractor. However the contractor shall raise a claim for 92% of the value of tested materials he has supplied at site, at the estimate rate and in accordance with the breakup of payment approved as secured advance, which shall be considered by the authority in accordance with the relevant provision of the rules for release of secured advance in KWA. Sanctioning of such secured advances shall be at the discretion of the agreement authority and shall not be taken as a right of the contractor.
- 10) The contractor shall guarantee satisfactory performance of the pipe line for a period of 12 months after the completion of the work. During this guarantee period, any repairs that may be necessitated shall be carried out by the contractor without any extra cost and within the shortest possible time, failing which the work shall be arranged / attended by KWA at the risk and cost of the contractor.
- 11) The clause of Performance Security Deposit as per Proceedings No.KWA/HO/WN/33/97 dated 20-09-2016 is applicable. Performance security Deposit is the retention amount deducted from the running bill of the contractors in addition to the 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 Guarantee 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 security deposit.**
- 12) Necessary concrete anchor blocks, valve chambers etc. shall be provided by the contractor as per the design approved by the Engineer in charge. These items shall be quoted for as per the quantities provided in the tender schedule.
- 13) This contract does not have provision for price escalation under any circumstances except in the case of variation in statutory taxes ,levies . Even if extension of time of completion has been granted under this contract, under any relevant provision, no escalation in price shall be admissible.
- 14) The cement, steel and any other materials required for the completion of the work shall be supplied by the contractor and the rate quoted by tenderer shall be inclusive of cost, conveyance, loading, unloading and storage of all such materials.
- 15) The G.I. pipes and fittings required to be supplied for specific applications like street fountains shall be of class 'B' satisfying relevant IS. The materials shall be of reputed make and shall have approval of the Engineer in charge or the agreement officer.
- 16) The contractor shall be bound to carry out works upto 10% in excess of quantity specified, if required, during the actual; execution on the same terms and conditions.
- 17) The pipes and specials offered to the work shall have respective certification of the standard organization. The tenderer should produce the manufacturer's ISI certificate for the pipes. The brand name and address of the manufacturers of specials, valves etc., intended to be used for the work shall be intimated during the submission of tender.
- 18) Each pipe and specials should be legibly marked with the manufacture's name or trade mark, nominal size, class and grade.

- 19) The contractor should also produce an 'MoU' signed between him and the suppliers/manufacturers of the pipes and specials along with the tender submission in order to prove and ensure the availability of the materials required for the work and this shall also form part of the agreement. Contractors will not be allowed to change the make of pipes and specials after the submission of the tender.
- 20) 1) The field test pressure to be applied for the DI pipes shall not be less than the greatest of the follows:-
d) 1.5 times the maximum sustained operating pressure.
e) 1.5 times the maximum pipe line static pressure.
f) Sum of maximum sustained operating pressure and maximum surge pressure.
- 2) Field test pressure of PVC pipes shall be 150% of the designated pressure class of pipe.
- 3) Field test pressure of AC pipes will be 75% of the work test pressure (factory test pressure).
- 4) Field test pressure of HDPE pipe shall be as per IS 4984-1995 or as amended from time to time.
- 21) Excise and customs duty exemptions are available for Water Supply Projects as per notification of the Government of India subjected to amendments as and when. The bidder shall refer such notifications/ circulars/orders of the Government of India issued from time to time and shall quote his rates accordingly considering the exemption available. The officer will give necessary certificates to the selected bidders to claim and exemption on specific requests may be the contractor. Any conditional bids in this regard shall not be accepted. The quoted rates shall be deemed to be based on the exemptions available and it will be the responsibility of the contractor to avail the exemptions, the employer's responsibility is to the issue of necessary certificate. Lumpsum amount quoted for the work shall include all items of work incidental and contingent to the completion of the work in all respects and also should include all taxes to be paid of that may become payable as per rules during the currency of the contract.
- 22) The tenderer should have experience in laying HDPE pipe of any size and length not less than 100 metres in case of supply and laying HDPE pipe
- 23) Tenderers not registered with the KWA shall get themselves registered with the Authority before executing the agreement failing which their tender will be rejected and the EMD forfeited by the Authority.

CONTRACTOR

EXECUTIVE ENGINEER
Kerala Water Authority
P.H.Division, Kochi-16