

KERALA WATER AUTHORITY

PH CIRCLE, KANNUR

FORM NO 83

NOTICE INVITING TENDERS FOR WORK

e-TENDER NO. 56/2020-21/PHC/KNR(Re-Tender)

NAME OF WORK : Jal Jeevan Mission- Kannur District - Eramam - Kuttoor Panchayath - RWSS to Kuttur - Phase II- Construction of OH Tank , Supply and installation of pumpset , laying pipe line and providing FHTCs.

**LOCALITY : ERAMAM-KUTTOOR
KANNUR DIST.**

Last date of Tender : 3/10/2020 upto 3.00 pm

CONTENT

| <u>Sl.No</u> | <u>Item</u> | <u>Page No.</u> |
|---------------------|---|------------------------|
| 1 | e-Tender Notice | 3 |
| 2 | General Tender Terms & Conditions for Kerala State e-Procurement | 5 |
| 3 | Form 83 | 11-40 |
| 4 | Additional Conditions | 22 |
| 5 | Additional conditions on extra items | 27 |
| 6 | Special condition | 29 |
| 7 | Form of declaration of non relationship | 35 |
| 8 | Form Of Nomination | 36 |

e - TENDER NOTICE(Re-Tender)

The Superintending Engineer PH Circle, Kerala Water authority, Kannur invites competitive electronic tenders in single cover for the following work on schedule tender from registered **Class B** and above contractors of Kerala Water Authority

| | | |
|--|---|--|
| e-Tender No. | 56/2020-21/PHC/KNR | |
| Name of Project | Jal Jeevan Mission- Kannur District - Eramam - Kuttoor Panchayath - RWSS to Kuttur - Phase II . | |
| Name of work | Jal Jeevan Mission- Kannur District - Eramam - Kuttoor Panchayath - RWSS to Kuttur - Phase II- Construction of OH Tank , Supply and installation of pumpset , laying pipe line and providing FHTCs. | |
| PAC | ₹ 1,23,03,378/- | |
| Source of fund for this work | Jal Jeevan Mission | |
| Cost of tender form | ₹5,600/-(including GST) | |
| EMD | ₹50,000/-by online (e-payment) | |
| Completion period | 6 Months | |
| Last date and time for receipt of tenders electronically | 03/10/2020 upto 3.00pm | |
| Date and time of opening of tender | 05/10/2020 at 3.30 pm | |
| Date for submission of Hard copy of tender documents | 05/10/2020 upto 11.00 am | |
| For Details contact | Superintending Engineer, Kerala Water Authority, P.H. Circle, Kannur Pin 670 012 Phone : 0497 2705 902 | www.etenders.kerala.gov.in |

The tenders shall be submitted to the Superintending Engineer, PH Circle, Kannur as specified in the Bid Documents. The bidder shall download and fill up price bid sheet(BoQ) in prefixed formats. The filled up sheets along with the signed preliminary agreement in the prescribed Kerala Stamp Paper (₹200) duly scanned shall be uploaded in the website along with tender documents. Additional documents are to be scanned and uploaded in the website. The tenderer shall submit the original / Attested copy of the all the scanned documents including the signed preliminary agreement the opening of the tender as specified above. The price bids(BoQ) are to be submitted only electronically.

In the event of discrepancy between the scanned copy and the original submitted or if the tenderer fails to submit the documents within the prescribed time, the tender submitted by the tenderer will be summarily rejected and the EMD forfeited.

For uploading the price bids(BoQ), the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD through online payment gateway (Online Payment through SBI MOPS Only) . Once the payment transaction is successful, the bidder will get a transaction reference number which has to be retained by him. Unless the tender cost and EMD payments are made successfully, the submission of the tender will not be possible.

KWA is not responsible for any problem in the site for payment / uploading during closing hours of tenders. Hence the Contractors are advised to upload the tender at the earliest. Request for extension of tender submission date will not be entertained. KWA will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of the bids.

Price Bid(BoQ) shall be opened as specified above. The Bidder or their authorized representatives are advised to attend the specified tender opening.

The Superintending Engineer reserves the right to recall the invitation of bid/reject the application for Bid documents/extend the date of any notified date regarding this bid without assigning any reason. The decision of the Superintending Engineer/Authority regarding the eligibility to be selected for the opening of the tender will be final. The bidders are advised to be present for the opening of tender.

The bidders are requested to furnished telephone numbers. Fax numbers and email address for speedy transfer of information.

If any of the dates mentioned above happens to be a holiday, the action will be conducted on the next working day. All other conditions of invitation of tenders will be as per prevalent rules in Kerala Water Authority.

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

Superintending Engineer

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

.....
.....
.....

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 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 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.
- 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.

C). Documents Comprising Bid:

- (i) **The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system): For this tender pre-qualification is not needed**

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:

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 |

e-Tender No.56/2020-21/PHC/KNR(Re-Tender)

| | | | |
|--|-----------------------|----|--|
| | | | 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 | 47 | 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 | 51 | UCO Bank |
| 21 | Federal Bank | 52 | Union Bank of India |
| 22 | HDFC Bank | 53 | United Bank of India |
| 23 | ICICI Bank | 54 | Vijaya Bank |
| 24 | IDBI Bank | 55 | 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 | | |
| 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 e-Procurement 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 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/2016-17/47 – 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.

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

KERALA WATER AUTHORITY

NOTICE INVITING TENDERS FOR WORK

FORM No. 83

The Superintending Engineer PH Circle, Kerala Water authority, Kannur invites competitive electronic tenders in single cover for the following work on schedule tender from registered **Class B** and above contractors of Kerala Water Authority. The tenderers shall have experienced in implementing similar works for the work of **Jal Jeevan Mission- Kannur District - Eramam - Kuttoor Panchayath - RWSS to Kuttur - Phase II- Construction of OH Tank , Supply and installation of pumpset , laying pipe line and providing FHTCs.**

1. All items and Sub-heads of works to be done are enumerated in the Sub-Joined 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.
2. All works shall be done conformity with the specification and conditions of contract in force in the K.W.A. In case of scheduled rate tenderers must quote their own rates specifically for each items, without reference to the departmental estimates or the current schedule of rates. For percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under the head quoted rate may be made by scoring out the irrelevant portion and attesting all the corrections. The overall rate quoted shall be inclusive ones covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shorting bailing out water form work scaffolding etc.
3. Tender shall be electronically submitted before **3/10/2020 before 3.00 pm.** and hard copy of the same should be delivered at the Office of the Superintending Engineer, KWA, Thana, Kannur before **5/10/2020 11.00 am** They will be opened at the office of Superintending Engineer, KWA, Thana, Kannur on **5/10/2020 at 3.30 pm** or such Officer may be authorised in this behalf in the presence of such of those tenderers or their authorised agents as may be present. In case it is not possible to open the tender on the specified date due to any valid reason the revised time and date of opening of tenders will be intimated in writing to the tenderers. The total amount of each tender

will be read out. The rate quoted for each tender will be attested by the tender opening Officer with dates and initials and by the tenderer, if present. A list of corrections which remain unattested by the tenderer may be read out, and all corrections in the tender will be made out and pasted to each tender.

Tenders not accompanied by such deposit will not be considered. Contractors who have deposited permanent earnest money and have secured exemption from the individual payment need not do this except when special earnest money is asked to be deposited.

4. EARNEST MONEY DEPOSIT (EMD)

After uploading the technical bid and price bid , the tenderers have to remit the amount towards EMD through online payment gateway(Guide lines enclosed).

The EMD for the work is calculated as follows

| Cost of Work | Amount of EMD |
|--------------------------------------|--|
| i) Upto ₹2 Crores | i) 2.5% of the project cost, subject to a maximum of ₹50,000/- |
| ii) Above ₹2 Crores upto ₹5 Crores | ii) ₹1 Lakh |
| iii) Above ₹5 Crores upto ₹10 Crores | iii) ₹2 Lakhs |
| iv) Above ₹10 Crores | iv) ₹5 Lakhs |

EMD for this particular work is **₹50,000/-**. No exemption shall be allowed for Govt/ Quasi govt. undertakings unless there is specific order from government / KWA to that effect for this particular work. Any such order received from KWA, if exists, shall be submitted .

The Tender Fee and EMD exemption is allowed if the bidder has valid certificate from Govt. for exemption or else the tenders will be rejected

5. Selected contractor will be required to produce income tax clearance certificates before final payment is made for the work, and before security deposit released.
6. Each tenders must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore.

In the case of property or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

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

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

7. The tenderer shall examine closely the Madras Detailed Standard specifications and also the standard preliminary specification contained therein and sign, the Divisional Office copy of the Madras Detailed Standard Specification and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawing and additional specifications and all the documents which form part on the agreement to be entered in to by the accepted tenderer. The Madras Detailed Standard Specification and other documents connected with the contract such as specifications plan, 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, WS Division Taliparamba**

The tenderer should pay the cost of tender form electronically for **₹5,600/-**

8. The tenderer's attention is invited 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.
9. Every tenderer is expected before quoting his rates as required in clause 2 above to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries, kilnes etc, where from certain materials are to be obtained from the quarries or their sources defined shall be used on the work. In every case materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification, or in this tender notice or as required by the Executive Engineer, in any case, shall be submitted for the Executive Engineer's approval before supply to site or 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 standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification

sheet, 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 KWA will not undertake to construct or make available any approach road or other means of approach to the proposed work site and quote for the various items. The KWA shall not be liable for any claim raised later on the plea of non availability or non access to the site.

10. The tenders particular attention is drawn to the section and clause 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.

11. In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of minimum **4 Months** from the date of opening the tender during which period or till the tenders are decided whichever is earlier he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

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

12. MOBILISATION ADVANCE

No mobilisation advance shall be paid to the contractor. However on completion of supply of tested materials 80% of the estimate rate or 80% of the quoted rate whichever is less can be paid. An amount at least 5% of the contract value shall be set apart for trial running and commissioning. An amount equal to 1% of the total contract value shall be kept apart for maintenance period commencing after completion and commissioning.

13. PERFORMANCE GUARANTEE

Before commencing work or within a week after the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of 5 percent of the probable value of contract and will be retained till the expiry of defect liability period. At least 50% of this deposit shall be collected in the form of treasury fixed deposit and the rest in the form of bank guarantee or any other form prescribed in the revised PWD manual shall be treated as performance guarantee. For the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule form. If he fails to do this or in the case of P.W. Contracts maintain a specified rate of progress (to be specified in the each case in the tender schedule) the earnest money and security deposit shall be forfeited to Kerala Water 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 contracts or take Possession of the work, any loss to Kerala Water Authority results. The same will be recovered from him as arrears of Revenue, but should it be savings to Kerala Water 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 the Kerala Water Authority may decide.

14. ADDITIONAL PERFORMANCE GUARANTEE

Additional Performance guarantee will be required in all cases where quoted rate fall below 10% of the estimate cost. The 10% standard exemption will be applicable to all estimate quoted below estimate cost. If the rate quoted by the contractor is "x%" below estimate cost the additional performance guarantee for an amount equal to (x-10) % of the estimate amount shall be obtained from the contractor"

The provisions contained in the G.O(P) No.19/2016/fin dated 03-02-2016 and G.O(P) No.124/2016/Fin dated 29/08/2016 in the matter of performance guarantee that

(i) The tender with lowest quoted rate less than 75% estimated PAC shall not be rejected if sufficient competition is ensured and the rate quoted by the second and third lowest bidder are also comparatively nearer to the lowest bidder.

(ii)The tender inviting authority shall obtain a statement from the lowest bidder quoting rates below PAC regarding the reasonableness of the rate

quoted to assess that whether the quoted rates are workable.

(iii) If any contractor quotes less than 75% of the estimated PAC and variation with all other quoted rates are much higher, the Tender accepting Authority shall take appropriate decision based on merits.

(iv) If the rate quoted by the contractor is x% below estimate cost (where x is above 10%) the contractor will remit performance guarantee for an amount equal to (x-10)% of the estimate amount.

As per GO(P) No.19/2016/Fin dated 3/02/2016 Additional Performance Guarantee is required if the quoted amount of the lowest bidder is between 10% to 25% below estimate rate. Now vide GO(P) No.1/2019/Fin dated 10/1/2019

a) 50% of Additional Performance Guarantee shall be in the form of Treasury Fixed Deposit and rest in the firm of Guarantee issued from any Nationalised Bank / Scheduled Bank/ Kerala Financial Corporation or any other forms prescribed in the Kerala PWD manual.

b) Additional Performance Guarantee shall be collected before executing the agreement in the form as Performance Guarantee and may be released while passing the final contract bill.

15. PERFORMANCE SECURITY DEPOSIT

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 the bank guarantee on its accumulation to a minimum amount of ₹5.00 Lakhs subject to the condition that the amount of the bank guarantee except last one shall not be less than ₹5.00 Lakhs . This amount will be released after passing of final bill as in the case of refund of deposit.

16. The acceptance of the tender rests with the
.....who does not undertake to accept the lowest or any particular tender.

17. The right to carry out the work either in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the department.

18. Drawing Schedule of quantities, specification of work to be done and conditions of contract to be entered into can be seen at the office of the

undersigned and /or the Executive Engineer on any working day during office hours or purchased from the Executive Engineers Office on payment of a cost of Rs

per set. It shall be definitely understood that the Authority does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by commission, deductions or additions at the discretion of the competent departmental officer or as set forth in the condition of contract. The tenderer will however base this tenderer percentage in the case of lump tender on the basis of those quantities etc.

19. Tenderers must also state in their tenders if they are prepared to carry out their tendered rates such portion or portions of the work as may finally be allowed to them by the officer deciding tenders.
20. The successful tenderers will have to carry out 25% more of the estimated quantity of every item at his agreed rates.
21. Any further, information necessary can be obtained at the office of the undersigned on all working days during, office hours.
22. The work should be completed in all respects in **6 Months** from the date the order to start work is issued
23. **Payment on lump sum basis or by final measurement at unit prices :**
 - (a) Final measurement need not be taken unless either the contractor or the Executive Engineer claims extras to or deduction 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, Executive Engineer, claims final measurements and the quantities of the remaining items in Schedule A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied addition thereto or deducting there from as the case may be the difference (if any) between the amount mentioned in Schedule A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for same, obtained by the final measurements aforesaid.
 - (c) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amount and his acceptance

there of shall constitute a full and absolute release of Government from all further claim by the contractor under the contract.

(d) Payment for additions and deductions for commissions:

No authorised variation shall vitiate the contract but additions and commissions shall be measured up and dealt with in accordance with clause 23 (b)

(e) No, Payment for unsanctioned extras : It shall Distinctly understood that no Payments whatever will be made to the, contractor, for variations by way of extras, in cases where such variations have been made without the written sanction of Superintending Engineer.

(f) In case in which the contractor his executed extra items not completed in the agreement but the rates of which requires sanction of higher authorities. the divisional officer may in such cases sanction advance up to an amount not exceeding 75% of the amount for the items at the rate worked out and certified by Sub-Divisional Officer. The Asst. Engineer shall in all such cases promptly record all the authorised extra items executed by the contractor, including detailed measurements and quantities thereon in the measurement book. He shall neither enter any rate for the same in the measurement book nor include such extra items in the body of the bill, When the bill is received in the sub-division, the Sub-Divisional Officer shall prepare a separate statement, for those extra items showing the items executed, quantity of each items, rate for each item worked out by him based on agreement condition and amount for each items on the basis of the rate worked out by him. He shall also furnish a certificate to the effect that he has personally examined all the extra items and they are bonafide, the amount payable for these items will not be less than. Rs.....

(amount to be specified) and that there is no objection in paying 75% of this amount as secured advance in respect of the bill. With the above statement and certificate, the Divisional Officer may make payment not exceeding the amount recommended by the Sub-Divisional Officer as a lump sum secured for work done but not billed for.

24. The contractor shall not without the previous ,sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching of this contract and any such power of attorney executed without such sanction, shall not be recognised by or be binding upon Government or their Officers. It shall be entirely within the discretion of the

authority accepting the tender either to grant such sanction or to refuse in or to revoke sanction once given.

- 25.No part of the contract shall be subject without written permission of the Executive Engineer not shall transfer be made by power of attorney, authorising other to receive payment on the contractor's behalf.
- 26.The Executive Engineer or other sanctioning authority reserve the right to reject any tender or all the tenders without assigning any reason, therefor.
- 27.Any other materials available in departmental stores if issued to the contractor will be recovered at book value or issue rate plus 20% Supervision Charges or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 33.
- 28.The contractor will be exempted from payment of seigniorage for rubble and metal quarried from PWD quarries exclusively PWD Work. If the PWD quarries are not situated within a convenient distance from the site of the work the contractor's quoted rate shall be inclusive of seigniorage ground rent etc. that may be payable to the owners of private quarries.
- 29.In making payment the total amount of the bill be rounded of correct to the nearest Rupees if the amount is above Rs. 25 and to the nearest paise if amount is below Rs. 25.
- 30.When power Road Rollers are hired out to contractors split fuel or diesel oil required for the efficient working of the roller shall be supplied by the Contractor in addition to recovery towards roller charges (oil and stores plus staff charges) effected from the contractor at the rate of Rs..... /- day for the full period the roller is in charge of the contractor including all non working days but excluding Sundays and other public holidays when there is no work*.
- 31.Value of the quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanction requirements, shall be required at book value or issued rate plus 20% supervision charge or market rates whichever is higher with sales tax and in addition specific penalty rate stipulated by the department. Market value will be the retail selling price of the materials in the locality of the work or the nearest market town current on the day of issue or recovery which is more. The Executive Engineer shall obtain the information and record within 7 days of such issue sending a copy to the contractor. The

decision of the Chief Engineer regarding the current market rate shall be binding on the contractor.

32. Tenderes should declare that they are not related to any Government servant who is in charge of having control of the work. Relationship in this will be restricted to the list given in the section 6 and schedule 1 of Company's Act 1956. If the above condition is found to have been contravened when they tender, the earnest money security deposit of the tenderer/ tender will be forfeited and the contract entered in to will stand cancelled.
33. The Contractor will provide his own tool and plant store sheds to store his own materials as Well as those supplied by department and will be entirely responsible for proper use and safe custody of the latter and also for any loss damage, theft mishandling weathering or any cause that so ever.
34. In the case of schedule rate contract if different rates are quoted for the same specification of work under identical working conditions of the same site/in the different appendices of the schedule the lowest quoted rate will be accepted of the items in all the appendices.
35. The Contractor shall be responsible for the safety of the labour employed by him and he shall 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.

When Power rollers (which term includes steam and diesel rollers) are used in excess of 8 hours hire, at rate of 1 .2 times the hourly rate applicable for that days (based on rate for 8 hrs) shall be levied for every extra hour or part thereof
36. In the case of construction of steining of wells, excessive tilts if any occurring to the extent which is more than the percentage allowed as per rules will have to be rectified by the contractor at his won 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.
37. 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. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issue by the Revenue Department and produced during the time of registration will not be alienated during the period of contract without the permission of authority. (vide G.O.(P) No. 136/74/P.W. dt. 8-8-1954).

38. The Contractor shall employ engineering personnel as detailed below for a period of (1 to 2 years) according to the tenure of the contract

Cost of work executed Number of personnel to be engaged

For works costing from Rs.2 lakhs upto Rs.5 lakhs : One Engg. Diploma holder

For works costing from Rs. 5 lakhs upto Rs. 10 lakhs : One Engg. Graduate and One Engg. Diploma holder.

Works costing over Rs.10 lakhs : One Engg. Graduate and Two Engg. Diploma holders

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

40. This Tender notice with the conditions stated herein will form part of the contract documents.

41. 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 at the settlement of the contract. The Contractor is bound to accept these rates if the contract awarded to him. Similarly in the case of the 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.

42. The entries in the tender schedule issued by the department is in no way to be contracted 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 tenders into the tender schedule the tenders are likely to be rejected.

43. In 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.

44. The quantities provided for in the schedule may vary widely and the contractor should be prepared to do any excess over the schedule quantity at his quoted rates for the work.

45. The work agreement should be executed in stamp paper costing 0.1% of the contract value (minimum ₹200/- maximum ₹1.00 Lakh)

ADDITIONAL CONDITIONS

Name of work : Jal Jeevan Mission- Kannur District - Eramam - Kuttoor Panchayath - RWSS to Kuttur - Phase II- Construction of OH Tank , Supply and installation of pumpset , laying pipe line and providing FHTCs.

1. Cement and steel required for the work will be supplied by the Contractor and the contractor should make his own arrangements to convey the materials to the actual work site from the Departmental Store. Other iron materials such as binding wire, bolts and nuts etc., required for the work will not be supplied departmentally but will have to be arranged for by the contractor at his own cost. The rates for all items involving the use of the above materials are therefore inclusive of cost of these materials also.
2. The Contractor shall be responsible for the materials issued to him till they are used on the work. Cement and M.S.Rods and other materials supplied for the work should be stored suitably at the work site or in a store approved by the department. Accounts on receipt and issues should be maintained at the store and all facilities should be afforded by the contractor to the Departmental Officers, for checking the stores at any time, fixed by the department. If any shortage is noticed the contract is liable to be cancelled immediately and suitable action will be taken against the contractor for realising the cost of departmental materials.
3. If the department undertakes to supply the controlled materials no claim for extra payment on account of delay in the supply of these materials will be entertained.
4. All concretes and D.C. concrete, shall be machine mixed only and vibrator should invariably be used for the R.C.C. Work.

For mortar good river sand alone should be used.

5. The over all rate quoted at the foot of the Schedule "A" shall be quoted by taking all the cost of materials and labours. No separate rate shall be claimed for entering, pumping out water putting up bunds for bailing out water, tying grills or any other incidental charge connected therewith except for welding charges which will be paid for extra in cases where welding is not specifically included in the Schedule 'A'.
6. Unused cement if any at the time of completion of determination of the contract will not be accepted by the department. The cost of such materials amounting as it does to an excess supply over sanctioned requirements shall be recovered at

book value plus 20% or current market rate whichever is higher and in addition specific penalty rates as may be fixed by the Chief Engineer in the form of departmental circular order from time to time also be recovered at the discretion of the Executive Engineer.

7. Contractor should include in his quoted rate, hire charges for tools and plant and on extra claim on this account will be admitted, Contractor is bound to carry out the work with his own tools and plants as per departmental specifications and proportionate progress should have to be maintained throughout the work. If any heavy plan or machinery belonging to the department is available for being spared and the contractor requires them for the work, they will be lent on hire subject to the rules and conditions of hire in force.
8. The Contractor is bound to carry out item of works which are not included in the schedule and agreement but which are found necessary for the proper completion of the work during execution.
9. Rate quoted should be inclusive of all incidental charges and rate once fixed will not be increased on any account.
10. Definite rates should be quoted for L.S.items and payments of L.S.item will be made only on actual measurements if they are reasonable or on actual labour and materials involved at current scheduled rate limited to L.S.Amount.
11. Regarding accommodation, wages and working hours of labourers, the rules published by the Government of Kerala from time to time are applicable to this also and the Contractors are bound to obey these rules strictly.
12. Contractor is bound to employ suitable experienced hands for the execution of the work. He should also see that the works are carried out in the presence of his authorised representative if he is not in a position to prevent himself in the work site during working hours.
13. Works are to be carried out according to specification current in the department and suitable action will have to be taken against him for the work done not conformity to standard specification.
14. Contractor is bound to carry out the work as per direction of the department and any delay to comply with the same will be taken as a breach of contract and he is liable to be penalised for the same.

15. The work shall be completed in all respects and also at the rate of progress with the time limit and stipulation in the tender notice P.W.D. Form No. 83 failing which the Contractor is liable to be fined as stipulated in special conditions.
16. The date fixed by the Superintending Engineer for the commencement and completion of work as entered on this agreement shall be strictly observed by the Contractor who shall pay damage at the rate of (1) one percent on the estimated value of contract for every day not exceeding five days that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of works, the Contractor shall be bound (unless the contract provides otherwise in all cases in which time allowed for a work exceed more months) to complete one fourth work within one fourth of the whole times allowed for it has elapsed one half of the work, when one half of the time has elapsed and the whole times allowed for it has elapsed one half of the work, when one half of the time has elapsed and the penalty for failure on either of those cases shall likewise be that the Contractor shall be subject to pay daily damages at the rate of one percent on the estimate value of the work that should be completed by the time provided always that the entire amount of damages to be paid under the provisions of this clause shall not exceed the whole amount of retention plus the security deposit. All damages payable under the provisions of this clause shall be considered as liquidated damages to be applied to the use of the Government without reference to the actual loss sustained loss owing to the delay.

17. Extension of time of completion of work and fine

- (a) The tendering authority will consider genuine request for extension of time of completion of work at the time of executing agreements taking in to account the climatic conditions or other local problems at the site and grant extension of time upto three months. The tendering authority shall record the reason in such action with facts and figures.
- (b) For extension of time of completion beyond the above period fine will be imposed at the following rates.

| <u>Period of extension</u> | <u>Rate of fine</u> |
|-----------------------------------|--|
| First three months | 1% of the PAC subject to a minimum of Rs.300/- and maximum of Rs.15,000/- |
| For every three months beyond | 2% of the PAC subject to a minimum of Rs.600/- and maximum of Rs.30,000/-. |

For extension of time of completion for part of the said period, proportionate amount of fine will be levied.

18. LIQUIDATED DAMAGES

Liquidated damages shall be levied at the rate of 0.5% of the cost of balance works for every one week of delay occurred in completing the whole work subject to a maximum of 10% of the contract value. Further, to ensure good progress during the execution of work, the contractor shall be bound, unless the contract provides otherwise, in all cases in which the time allowed for the work to reach any of the set stage of completion/ milestones as per the agreed time schedule of the work, exceeds one month, the contractor shall be liable to pay damages at the rate of 0.5% of the cost of balance works that should have been completed by that time, provided always that the entire damages to be paid under the provision of the 'clause shall not exceed 10% of the contracted value of work which should have been completed by then. All the damages payable under the provision of this clause shall be considered as liquidated damages, to be applied to the use of the Authority without reference to the actual loss sustained owing to the delay. Any appeal of the contractor against the liquidated damages charged against such lapses on his part shall be placed before and disposed of by the Authority.

19. Contractors taking up the work should be experienced in this line of work and a certificate about their ability to do such work may also be produced along with their tender.

20. Contractor for the road work is bound to give all facilities for the pipe laying contractor if the latter starts his work before completion of the road work as directed by the department.

21. Contractor shall invariably be responsible to pay compensation to the workers employed by him for any injury sustained by them during the construction of their employment. In case of fatal injuries the Contractor shall be responsible to pay the compensation to the legal heirs or the injured. The compensation shall be fixed by the Workman's Compensation Act 1923 (VIII of 1923) and the rules framed there under

22. When it is noticed that different rates are quoted for the same specification in the same different appendices of the tender schedule and for which the specification and the rates sanctioned by the department only the lesser of the

rates quoted will be taken into consideration for purpose of tabulation for accepting the tenders.

23. When the overall rate quoted at the foot of the schedule 'A' in figures and words disagree the rate noted in words will be taken for the purpose of the settlement of the contract. The Contractor is bound to accept the rate if the contract is awarded to him.
24. The quantities shown in the schedule are approximate and contractor is bound to do additional quantities of work if found necessary at his quoted rates.
25. In the case of R.C.C. items the unit rate quoted by the Contractor will be binding even if the shapes and sizes of this structural members are altered due to change in design.
26. For mixing, laying consolidating large quantities of the concrete the Contractor will have to use mixer and vibrator.
27. The specification and the rates in schedule as issued by department is in no way to be corrected by the tenderer 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 may by the tenderer in the specification the tender will be rejected.
28. From the 'on account' payments deductions, shall be made by authority at the rate fixed from time to time, from the amount of bill less cost of departmental materials supplied towards contribution to the Kerala Construction Workers Welfare Fund Board.
29. **GST CONDITIONS** : - All bidders for public works, goods and services should have valid GST registration. The amount quoted shall be exclusive of GST which may be paid or become payable on the completed work within the scope of this tender. While preparing bills the amount without taxes should be worked out. After arriving the value of work done without GST, the GST(as on now 12%) amount will be paid to the Contractor as extra. The TDS and other deductions would be on payments made or credited to the supplier excluding GST. Taxes at applicable rates are deducted from the payments to the Contractor as per rules without further correspondence. The deduction from contractors payment shall include income tax, labour welfare fund as per the rate in force.

ADDITIONAL CONDITIONS ON EXTRA ITEMS

1. Extras' shall main items of work not expressly or widely described in the schedule, plans or specifications. They will include only item of work which though highly necessary for the proper execution of the work and not provided for in the original contract.
2. The following conditions will precede the execution of an extra item of work
 - (i) There shall be an order in writing to execute the extra items of work duly signed by an Engineer not below the rank of an Assistant Executive Engineer before is commencement
 - (ii) If the Contractor finds, after examining the specification and plans that extras are involved he should given notice to the Engineer to this effect and shall proceed with the execution of the extra item only ' after receiving instructions in writing from the Engineer.
3. Extra item may be classified as additional substituted or altered items depending on their relation otherwise to the original item or items of work.

The rates of extra item shall be worked out as below.

 - (i). In the case of all extra item whether additionally altered or substituted, if accepted rates for identical items are provided for in the contract such rates shall be applicable.
 - (ii). In the case of extra item whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of the cost of effected components. The percentage excess or deduction of the contract rates for the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items.
 - (iii). In the case, of extra item whether altered or substituted and for which similar items do not exist in the contract and rate exist in the schedule of rates. The rate shall be arrived at on the basis of the departmental data rate current at the time of ordering the extra item, after applying the tender deduction except as cost of departmental materials, tender excess if any will not be applied.
 - (iv). In the case, of additional item the rate shall be arrived at on basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item whichever is earlier, after applying the tender deduction except on the cost of departmental material tender excess, if any will not be applied.

- (v). In the case, of extra item whether additional, altered or substituted, for which the rates cannot be derived from the similar item contract and only partly from the departmental schedule of rates, the rates for such part or parts of item as are not covered in the schedule of rates shall be determined by the Executive Engineer on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the Contractor with supporting documents, including contractors profit. This shall be added on the departmental rate (including contractors profit) current at the time of ordering or executing extra items whichever is earlier for the other part of the item for which rates can be derived from the schedule of rates.
- (vi). In the case of extra item whether additional, altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carry out the said extra item of work, communicate to the Engineer the rate which he propose to claim for the item supported by analysis of the rate claimed, and the department shall within one month thereafter, determine the rate on the basis of the market rates 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 rates as per the original schedule on which the tenders were invited.
4. Wherever the item 'departmental date rate' appears, it shall mean the rate derived from the departmental schedule of rates and shall include conveyance charges and contractors profit.
5. "The Executive Engineer shall also have power to measure up the work of the Contractor and to take such part thereof he shall be unexecuted out of his hands and to give it to another Contractor complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusively) be borne and paid by the original, Contractor and may be deducted from any money due to him by the Government under the contract otherwise or from his security deposit, or the proceeds of sale thereof or a sufficient part thereof'

CONTRACTOR

SPECIAL CONDITION

1. Form work : The form work for taking reinforced concrete shall be preferably of steel. It shall be absolutely rigid enough so as to ensure casting of the structure of perfection. On either case the contractor shall get the type of form work and concreting approved before hand by the Executive Engineer.

Concrete : Test samples of concrete used in plain or R.C. work shall be regularly prepared and tested according to the standard method at the cost of the contractor. The test result shall be promptly reported for orders of the Executive Engineer and for systematic records by the officers of the department.

2. The contractor shall examine if there are any gas mains. Electric or Phone 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 swears are diverted or otherwise arranged for.
3. The Contractor shall be responsible for any damage which may be caused to power or Phone 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 the result of bailing or pumping of stagnation of water. The contractor shall make his own arrangements for supporting Electric and Telephone posts Electric and Telephone cables during excavation and no extra payment will be given for this.
4. The Contractor shall examine and satisfy himself that the bed and sides of the trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory by him the Contractor shall bring it to the notice in-charge in writing and on receipt of the letters/orders take necessary steps to make the trench firm and suitable for laying pipes.
5. The trench properly prepare shall be in advance of the pipe laying by atleast 100 metres for inspection.
6. The departmental materials issued to the Contractor shall be taken charge of at the departmental pipe dumps or stores by the contractor after satisfying himself about their good condition granting receipt to the officer-in-charge. The contractor shall be responsible for the safe custody of all the materials taken charge by him subject however to the direction and control of the officer-in-

charge for the purpose of inspecting, weighing or testing the pipes and materials as he shall see fit to do.

7. All pipes, specials, valves etc, shall be transferred and deposited 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 the line about the roads longer than in absolutely necessary.
8. The pipes, specials valves etc, shall be handled very carefully during loading, unloading conveyance and lowering operations as per the directions of the departmental officers under their approved modes and with approved implements.
9. If any of the departmental 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 rates fixed by the department as per rules in force.
10. No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay in carrying out the works defective work etc.
11. The laid pipe lines should be tested in suitable lengths fixed by the department. The testing of pipe line has to be done under the immediate presence of the section officer and sub-divisional officer of the department in charge under their directions.
12. If tests show any defects in the work, such portion has to be redone and got retested to satisfaction at the contractors cost.
13. If for lack of specials after commencing the work, pipes have to laid with open ends, they have to be closed by wooden planking at no extra cost by the contractor.
14. All the specification for earthwork, trenching refilling shorting, receipt, transport and custody of materials conveyance to work site, laying testing etc. for cast iron pipes as provided in the M.D.S.S.shall apply to A.C.pipes also deleting irrelevant clauses.
15. All the specification for earth work trenching refilling shorting, receipt, transport and custody of materials conveyance to work site testing etc. for cast iron pipes

as provided in the M.D.S.S.shall apply to pre-stressed concrete premo pipe also deleting irrelevant clauses.

16. The rate of bailing out water with Engine pumpset include in the schedule is inclusive of the following items(1) Hire charges of the Engine and pumpset (2) Cost of H.S.D. Oil (3) cost of lubricating oil and other stores (4) Pay of the driver and cleaner. (5) Installation charges etc. if any of these items are supplied by the department, necessary recoveries towards their cost will be effected form the contractor's bill.
17. Caution boards shall be fixed at both sides of the trench where wheeled traffic allowed in this case, fencing shall be provided all along the trench on the traffic side about 1.00 m. from the edge of the trench.
18. Road-closed boards shall be fixed at both ends of the streets when the road is closed entirely for traffic. In this case, a fence across the street shall be provided with small passage for pedstrains. Bed flags during day and three red lights during night shall be provided across these fencing.
19. Fencing shall be with strong bamboos or wooden posts to a height of 1.40 M above the road level with verticals 2.40 M apart and 3 rows of battens tied across.
20. Danger lights shall be provided from 6 p.m. to 6 a.m. all along the trench not more than 50M apart and at all street crossing and ganways. Sufficient number of watchers shall be employed to maintain the lights through out the night.
21. In metalled road, the existing road metal shall be removed and deposited separately from the excavated earth and shall be relaid after refilling the frenches, with binding materials according to the necessary and the surface restored.
22. The tenderer/contractor must clearly under stand 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 to the Government.

23. As per Jal Jeevan Mission guide lines 10% of the cost of project will be raised through beneficiary contribution in the form of cash and / or kind and / or labour. Hence if beneficiary contribution is in any forms others than cash such things will be considered in such a way that measurements will be made separately as per KWA rates and deducted from the payment due to Contractors. In any way the total beneficiary contribution in the form of cash and / or kind and / or labour should be 10% of the total project cost.
24. FHTC works will be treated as completed only on effecting the water connection, commissioning and Geo tagging of each connection.
25. No tender excess or below will be applicable for statutory items of KWA connection fee upto 30m and above 30m included in the schedule of work as the case may be. The amount of such fee included in the tender schedule shall be remitted to KWA exactly as per schedule rate.
26. Direct house connection, inter connection works etc. which can provide maximum number of FHTCs should be attended first as far as possible, since the aim of JJM is to provide maximum FHTCs as early as possible.
27. Mark the Consumer Number in the Meter Cover / Meter Box using permanent markers / paints / stencils as per the direction of the Departmental Engineer.
28. If any leakage and breakage occurs in the existing pipe line during execution of work it should be repaired within 24 hours by the contractor as per the direction of the Departmental Officer concerned. If the repair work is not done rectification will be carried out departmentally and the actual cost incurred for the repair will be recovered from the contractors claim.

2. SUPPLY & TESTING OF MATERIALS

1. All materials shall be supplied by the Contractor in a phased manner as per the phased supply schedule prepared by the agreement executing authority. Quantity and time of each supply shall be specifically mentioned in the schedule in tune with the time of completion.
2. Schedule for phased supply of pipes and specials shall be prepared by the agreement executing authority based on the following criteria.
 - a) Targeted progress of pipe laying works
 - b) Availability of permission from other agencies (PWD, NH, NHAI, KSTP, KRFB, Corporation, Panchayath etc.) for laying pipes
3. Each supply of materials shall be done by the Contractor only after getting written instruction from the Executive Engineer concerned.

4. The Executive Engineer in charge shall direct the Contractor to place supply order in each phase after evaluating actual progress of laying of pipes supplied in the previous phase.
5. Agreement executing authority shall have the authority to modify the schedule for phased supply of remaining materials during the progress of work, if there is variation from the targeted progress.
6. On each supply, Contractor may submit bills for materials supplied not exceeding 80% of estimate rate / quoted rate of materials, whichever is less.

The Contractor shall supply all the materials including pump sets, compressors, electrical panel boards, electrical and wiring materials, pipes and specials covered under the contract at his own cost. The pipes, specials, pumps etc. should be tested at the factory by one of the Third party inspection agencies acceptable to KWA and witnessed or by the technically qualified officers of KWA if the contract value exceeds Rs. 100 Lakhs and by departmental officer deputed by KWA if the contract value is less than Rs. 100 Lakhs. Inspection certificates should be produced along with the materials. This third party inspection is mandatory for all pipes, specials and pumping and electromechanical equipments supplied by the contractor. Also ISI/ISO marked materials should alone be accepted, wherever ISI/ISO specifications is available for such item. In respect of ISO marked pipes the contractor shall furnish third party inspection certificates from internationally recognized inspection agencies at no extra cost to the KWA. Any disputes between the contractor and the supply in fixing the inspection agencies shall be a matter for settlement among themselves and the KWA shall not be a party to such disputes. The lump sum amount quoted shall be inclusive of the cost of all materials and inspection as specified herein. Assistant Executive Engineer/Executive Engineer/superintending Engineers having minimum 5 years service before retirement shall only be deputed for pre delivery inspection conducted in the manufacturing unit.

1. Quality of materials and manufacture

Quality of materials and manufacture of pipes and specials should confirm to the relevant BIS or ISO Specification and shall have the respective certification marks of the Standard organization

MARKING ON PIPES

Each pipe shall be legibly marked with the following details.

- i. Manufacturer's name or trade mark
- ii. Nominal size (as per relevant ISS) Pipe description - class and grade.
- iii. Relevant ISI/ISO Certification markings

All dimensions and specifications shall strictly adhere to the relevant I.S Codes/ISO Standards and as amended up to date.

Testing of pipes

The field test pressure to be applied shall not be less than the greatest of the following.

1. 1.5 times the maximum sustained operating pressure
2. 1.5 times the maximum pipeline static pressure
3. Sum of maximum sustained operating pressure and maximum surge pressure
4. Sum of the maximum static pressure and surge pressure subject to a maximum for any pipe and fittings incorporated.

3. AS LAID MAP

The contractor shall submit five copies of the as laid map in appropriate scale of the entire facility he has installed for the project as a part of the contract with necessary reference to the existing permanent structures. Submission of the as laid map is mandatory for considering the work as completed. As laid map shall contain the position of sluice, scour and air valves. The as laid map shall be prepared in scale 1:2000 and shall be submitted to the Engineer in charge. On approval of this as laid map, 5 copies of the same neatly bounded shall be submitted to the engineer in charge together with 2 Nos soft copies in CD ROM in AutoCAD format.

4. MAINTENANCE AND GUARANTEE

After the completion and commissioning of the project the system shall be run, operated and maintained by the contractor for a period of 12 months from successful commissioning and the total guarantee period of work should be 24 months. The satisfactory and efficient functioning of all components installed by the contractor for this project should be conclusively proved to the satisfaction of the Executive Engineer. During the period of maintenance and guarantee period all pipes, spare parts and specials etc required shall be supplied by the contractor at his cost. Defect liability period will end only after 24 months from the issuance of completion certificate.

CONTRACTOR

FORM OF DECLARATION OF NON RELATIONSHIP

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

FORM OF NOMINATION

Ido hereby nominate and authorise

Sri son of.....

aged years of..... house

Village Taluk district, residing at to receive all or any sums found due to me under the terms of contract (Agreement No. and details of contract) in the event of my death before the amount has become payable, or having become payable but has not been paid.

In the presence of witnesses,

| | | |
|----|-----------|-----------|
| 1. | Name | Signature |
| | Address | Name |
| | | Address |
| | Signature | |

CONTRACTOR