

KERALA WATER AUTHORITY



**KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE
MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA
USING 150 MM DI K9 PIPE**

FIRST RE E TENDER NO 1RE60/SE/PHCK/2020-21

DUE DATE: 21/04/2021 up to 3.00pm

Opening Date: 24/04/2021 11.00 am

NOTICE INVITING TENDER

**OFFICE OF THE SUPERINTENDING ENGINEER
P.H. CIRCLE
KERALA WATER AUTHORITY
KOTTAYAM
KERALA STATE
Pin: 686002
Tel: 0481-2562745**

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**KERALA WATER AUTHORITY
P.H.CIRCLE, KOTTAYAM**

No.PHCK/A3/1387/ 2020

Dated: 09/04/2021

E - TENDER NOTICE

The Superintending Engineer, P.H.Circle, Kottayam invites competitive E-tenders on behalf of the Managing Director, Kerala Water Authority from registered 'B& above' class contractors of Kerala Water Authority or contractors registered in other departments in Kerala State or in other States in India in equivalent class eligible for 'B& above' class license from Kerala Water Authority or reputed contracting firms in India for the below mentioned tender.

E – Tender No.	Name of work & brief description of works	PAC (excluding GST)	Due date for uploading	Tender opening date	Cost of tender form	EMD (Rs.)	Class of contract	Period of completion
First Retender No 1RE60/SE/PHCK/2020-2021	KIIFB-UWSS TO KOTTAYAM-replacing old and damaged 160mm PVC Conveyance Main From OHSR At Kwa Office Compound To OHSR at Thalikotta Using 150 mm DI K9 pipe	Rs. 1,48,92,774/-	21/04/2021 upto 3.00 pm	24/04/2021 11.00 am	5,000/- / - (Plus 18% GST to be paid by the bidder to the GST department directly under Reverse Charge Mechanism)	50,000/-	B & above	04 months from date of Award of work

Tender documents available in website	www.etenders.kerala.gov.in from 12/04/2021
Corrigendum if any	Corrigendum if any will be published in website
Uploading of tender by the tenderer	AS tabulated above
Tender opening	AS tabulated above
Validity of bid (firm period)	120 days from the last date prescribed for submission of tender
Tender stage	Single level e- tendering
Place of execution of agreement	P.H.Circle, KWA, Kottayam

Tenderer

3/56

Superintending Engineer

Interested bidders can get further details regarding the work from the office of the Superintending Engineer, P.H.Circle, Kottayam (Phone No.0481 2562745, E-mail ID : sephck@gmail.com). The tenderers can view/download the tender notice and other tender documents free of cost from the web site. Intending tenderers may enroll themselves for e-tendering in the web site 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 the tender document. For uploading the tender document, the tenderer has to remit the amount towards tender fee as well as prescribed EM D through State Bank of India Multi Option Payment System (S BI MOPS Gateway) by on line payment mechanism for e-procurement system of Government of Kerala. Bidders are required to avail Internet banking facility in any of the banks specified in the NIT for making tender remittance in e-procurement system. Only those tender schedules which are downloaded from the website will be considered. Bidders can make use of the links 'help for contractors', 'FAQ', 'bidders manual kit' etc., in the web site for more details on registration and bid submission. They can also contact over phone or by mail to the Regional Office of Kerala State IT mission in the address available in the website for further assistance.

All documents shall be submitted electronically by uploading before 3.00 PM on 21/04/2021. The original/attested copy of all the documents shall be produced within 3 days of 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. The participating bidders can view the bid opening online and view the rates of competitors after tender opening.

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

The tender fee of this tender is not refundable even though the tender is cancelled at any stage.

The tenderers not registered with the Kerala Water Authority shall get themselves registered with the Authority before executing the agreement, failing which, their tender will be rejected and the EMD forfeited to the Authority.

Those contractors who are blacklisted shall not be eligible to participate in this tender.

Bidders are requested to furnish telephone number/fax number/e-mail ID for speedy transfer of information. The Superintending Engineer will not be responsible for any loss or expenses incurred by the bidders in connection with preparation or delivery of bid, or loss of any document during transit. All other relevant rules followed by Kerala Water Authority shall be applicable to this tender also.

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

Sd/-

Superintending Engineer

P.H.Circle, Kottayam.

Copy to the Executive Engineer, P.H Division, KWA, Kottayam/ Kaduthuruthy / Project Division, Kottayam for displaying the notice board.

Copy to AO/JS.

GENERAL INFORMATION ABOUT THE WORK

Administrative sanction was issued for the work vide Order No. WRD 005-124-PA-01 dated. 23/03/2019 for an amount of Rs.170.91 Lakhs under "KIIFB Project- (TRAN2-WRD005-124): Replacement of Transmission Mains in Kottayam Circle" - for KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE

The proposed work is for KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE

The scope of this work includes: -

The main scope of this work is

Supplying, laying, testing and commissioning of pipes, valves and specials for replacing old and damaged 160 mm PVC pipeline with 150 mm DI pipe from OHSR at KWA office to OHSR at Thalikkotta.

- (1) Anchor blocks
- (2) Road restoration works.

The existing pipes are on the berm side, and some portions under BM & BC, Tarred and concrete road portions. The pipe line is to be laid without disturbing the existing pipe line and with minimum damages to the road and concrete berm surfaces. And the road/berm cut and excavated for this work shall be restored by the contractor as per the BoQ to the satisfaction of the concerned authorities such as PWD/NH/LSGD etc. as the case may be. The road restoration is a separate appendix in this work. That portion of work will be supervised by the authorities concerned and the bill for such part will be passed by them. The work has to be completed in a time bound manner.



KERALA WATER AUTHORITY

1. 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 KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE 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 from the due date of online submission 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 1 cover or 2 cover tender system):~~

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

- i. Letter submitting bid
- ii. Document 1 : Scanned copy of duly filled and signed preliminary agreement prepared in Kerala Stamp Paper worth Rs.200/-
- iii. Document 2 : Scanned copy of documents to prove eligibility criteria
- iv. Document 3: The NIT documents of the work downloaded from the website to agree with the tender conditions
- v. Non relationship affidavit
- vi. MoU with manufactures/suppliers of pipes/specials
- vii. Document : Any other documents as per the requirement of the tender conditions
- viii. (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.

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	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The KalyanJanataSahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane JanataSahakari 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	JanataSahakari Bank		
30	Karnataka Bank		
31	KarurVysya 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	ShamraoVithal 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	KarurVysya 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/-.*

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.

1. GENERAL TENDER CONDITION

KERALA WATER AUTHORITY

NOTICE INVITING TENDER FOR WORK

i. FORM NO. 83

- 1.1 Electronic tenders are invited for and on behalf of the Managing Director for “KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE
- 1.2 The items and sub-heads of works to be done are enumerated in the Schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A contractor may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.
- 1.3 All works shall be done in conformity with the specification and condition of contract in force in the K.W.A. in case of schedule rate contract tenders must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head quoted rate may be made. The rates quoted shall be inclusive ones covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shorting, bailing, form work scaffolding etc. 'The rates quoted shall be inclusive of sales tax'.
- (a) When tenders are delivered based on contractor's alternate designs such tenders should be accompanied by a schedule of quantities of materials to be used for each item of work with 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.
- 1.4 The tenders shall be submitted electronically to the Superintending Engineer, Public Health Circle, Kerala Water Authority, Kottayam in the method available at the website www.etenders.kerala.gov.in. All documents (excluding BoQ) / attested copies shall be submitted electronically by scanning and uploading. The tender documents in original / attested copy of the documents shall be submitted within 3 days of the date of opening of tender. The contractors can

view the tender notice and the tender documents free of cost in website. For submission of tender, the tenderer will have to remit the cost of tender fee viz. **Rs.5000/-** (Plus 18% GST to be paid by the bidder to the GST department directly under Reverse Charge Mechanism) electronically. The cost of tender fee once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The price bid /schedule shall be filled up in the prescribed format provided in the tender document. For uploading the technical and price bids, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD of **Rs.50,000/-** electronically by SBI internet banking or through SBI internet banking or through SBI MOPS mode of payment.

The tenders are to be uploaded electronically on or before **21/04/2021 up to 3.00pm**. The tender will be opened **on 24/04/2021 at 11.00am** by the Superintending Engineer, P.H. Circle, Kottayam or such officer as may be authorized in this behalf in the presence of those tenderers or their authorized agents as may be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be intimated through website.

- 1.5 Selected contractor will be required to produce Income tax and tax clearance certificates before final payment is made for the work, and before Performance guarantee released.
- 1.6 Each tenderer must also send a certificate of Income-tax verification from the appropriate Income tax authority in the form prescribed therefore.

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

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

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

- 1.7. The tenderer shall examine closely the relevant Detailed Standard specifications and also the standard preliminary specifications contained therein. He/she shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tender. The Standard Specifications and other document 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 Superintending Engineer.

1.8 The tenderer's attention is directed to the requirements for materials under the Clause 'materials and workmanship' in the 'preliminary specification' materials conforming to the Indian standard specifications shall be used for the work, and the tenderer shall quote his rate accordingly.

1.9 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 best class of materials to be obtained from quarries or other source defined shall be used on the work in every case the material must comply with the relevant standard specification. Samples of materials, as called for in the standard specification or in this tender notice, or as required by the Executive Engineer's in any case shall be submitted for the Exe. Engineer's approval before the supply to site of work is begun. The Government will not, however, after acceptance of contract rate pay any extra charges for lead or for any other reasons in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard 'Preliminary Specification' regarding payment of seignior age, tolls etc.

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

1.10 The tenderer's particular attention is drawn to the section and clauses in the standard 'Preliminary Specification' dealing with: -

- (1) Test, Inspection and rejection of defective materials and work.
- (2) Carriage
- (3) Construction plant
- (4) Water and Lighting
- (5) Cleaning up during progress and for delivery
- (6) Accidents
- (7) Delays
- (8) Particulars of payment

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

1.11 In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of **120 days** from the due date of bid submitting. He will not be free to withdraw

the tender before the firm period is over. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

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

1.12 Before commencing work or within 15 days after the date work order, the tenderer shall deposit a sum equal to 5 (Five) percent of the probable value of contract as security for the proper fulfilment of the work, if he fails to do this or fails to maintain specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit will be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. At least fifty percent (50%) of this deposit shall be in the form of treasury fixed deposit and the rest in the form of bank guarantee and or any other forms prescribed in the revised PWD manual. If as a result of such measures due to 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, and if he is saving to Government, 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 contractors or under the Revenue Recovery etc. or otherwise as the Government may decide.

1.13. The acceptance of the tender rests with the **Superintending Engineer, P. H. Circle, Kottayam**, who need not be bound to accept only the lowest or any particular tender.

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

1.15. Drawing schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen at the office of the undersigned on any working day during office hours. It shall be definitely understood that the Government does not accept any responsibility for the correctness or competence of the schedule, that the schedule is liable to alteration by commission deduction or addition at the discretion of the competent departmental officer or as set forth in the condition or contract. The tenderer will, however, base this tender amount in the case of lumpsum tender on the basis of those quantities etc.

1.16. Printed Departmental forms of tender and general specifications cannot be obtained from the office of the undersigned. The contractors can view the tender notice and the tender documents free of cost in the website. However, on submission of tender, the tenderer will have to remit the cost of tender fee viz. **Rs.5000/-** (Plus 18% GST to be paid by the bidder to the GST department directly under Reverse Charge Mechanism) and the prescribed EMD of **Rs 50,000/** electronically. The cost of tender fee once paid successfully and credited to Kerala Water

Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender.

- 1.17. The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 2 lowest tenderers.

The Earnest Money Deposit of the remaining unsuccessful tenders will also be refunded within a week from the date of acceptance of the tender.

- 1.18. Solicitors fee, if any to be paid to the Law Officers of Government for scrutinizing of drawing up of agreements will be paid and the same recovered from the successful tenderer.

- 1.19 Tenderer must also state in their tenders if they are prepared to carry out at their tendered rates such portion or portions of the work as many 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 tender in the absence of specific noting by the tenderer. Such allotment shall not vitiate the acceptance and the tenders shall indemnify, Government, against any loss to Government; due to failure on the part of the tenderer to carry out such portion of the work allotted to him at the rates quoted by him.

- 1.20 The successful tender will have to carry out excess/25 per cent over the estimated quantity of every item at the agreed rates in accordance with existing rules and regulations.

- 1.21. Any query/ doubt which the tenderer may have on the scope of work or tender conditions shall be cleared through email/website. No queries sent to the tendering officer will be answered after specified date. Any decision regarding changes in NIT conditions/scope of work taken by the tendering authority shall be final and the same will supersede the original conditions.

- 1.22. The work should be completed in all respects in **four months** from the date of award of work**

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

- a) Final measurements need not to be taken unless either the Contractor or the Executive Engineer claims extras to or deductions from the quantities of Schedule.
- 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 shall be accepted as correct. The lumpsum amount mentioned in the agreement will then be varied by addition there to or deducting therefrom as the case may be the difference (if any), between the amounts mentioned in Schedule 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 withheld amount and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.
 - d) Payment for addition and deductions or omission.
No authorised variation shall vitiate the contract but addition and omissions shall be measured and dealt with in accordance with Clause 1.23 (b)
 - e) Items of work not expressly or impliedly described in the schedule, plan or specifications be treated as 'extra'. The bill includes only items of work which through highly necessary for the proper execution of the work and for its completion were not provided for in the original contract.
1. The execution of an extra item of work and payment therefore will be based on the following conditions: -
 - i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Engineer before its commencement.
 - ii) If the contractor finds, after examining the specifications and plans that extras are involved he should give notice to the Engineer to this effect and shall proceed with the execution of the extra items, only after receiving instructions in writing from the Engineer.
 2. Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work.
 3. The rate for extra items shall be worked out as below.
 - i) In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
 - ii) In the case of extra items whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the departmental estimated rate shall be applied in deriving the rates for such items.
 - iii) In the case of extra items, whether altered or substituted and for which similar items do not exist in the contract and rate exist in the schedule of rates, the rates 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 deduction 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 the 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 the analysis of the rate furnished by the contractor with supporting documents, including contracts shall be added on the departmental rate (including contractor's profit) current at the time of ordering or the extra items, whichever is earlier, for the other part of the item, for which rates can be derived from the scheduled 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 items of work communicate to the Engineer the rate which he proposed to claim for the item supported by analysis of the rate claimed and the department shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor.
- vii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.
- 4. Wherever the term 'Departmental data rate' appears, it shall mean the rate derived from the Departmental schedule of rates and shall include conveyance charge and contractor's profit.
- f) In cases in which the contractor has executed extra items not contemplated in the agreement but the rates of which require sanction of higher authorities the Division Officer may in such cases, sanction advance up to an amount not exceeding 75 per cent of the amount for the items at the rate worked out and certified by the Sub Division Office. The Assistant Engineer shall in all such cases promptly record all authorized extra items executed by the contractor including detailed measurements and quantities thereof in the Measurement Book. He shall neither enter any rate for the same in the Measurement Book nor include such extra items in the body of the bill. When the bill is received in the Subdivision, the Subdivision Officer shall prepare a separate statement for those extra items showing the items executed, quantity of each item rate for each item worked out by him based on agreement conditions and amount for each item in the basis of the rate worked out by him. He shall also furnish a certificate to the effect that he has personally examined all the extra items and they are *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 per cent of this amount as a secured advance. On receipt of the bill with the above statement and certificate, the Division Officer may make payment not

exceeding the amount recommended by the Subdivision Officer as a lump sum secured for works done but not billed for.

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

1.25. No part of the contract shall be sublet without written permission of the Executive Engineer. No transfer shall be made by power of attorney authorising others to receive payment on the contractor's behalf.

1.26. The Superintending Engineer or other sanctioning authority reserves the right to reject any tender of all the tenders without assigning any reason therefore.

1.27. Cement and reinforcement bars required for the work will be supplied by the contractor. Cement and bars as well as other materials so issued shall remain the property of KWA though in contractor's custody and shall not be removed from the stores at work site except under written authorization by a competent authority not less than the rank of a Assistant Executive Engineer. Regarding the supply of material contractor shall adopt all prevailing rule applicable in KWA.

In case of M.S. rods, the maximum wastage up to but not necessary 5 percent may be allowed at the discretion of the Executive Engineer in charge of the work and the recovery will be made at the rates specified above

1.28. Any other materials available in Department stores if issued to the contractor for which rates are inclusive of cost of such materials, recovery will be made 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 1.33.

1.29. The contractor will be exempted from payment of seignior age for rubble and metal quarried from P.W.D. quarries exclusively for P.W.D. work. If the P.W.D. quarries are not situated within a convenient distance from the site of the work, the Contractor's quoted rates shall be inclusive of seignior age, ground rent, etc., that may be payable to the owners of private quarries.

1.30. In making payment the total amount of the bill will be rounded off correct to the nearest rupee.

1.31 (a) When power rollers (which term includes steam and diesel rollers) are hired out to contractors hire charges for the rollers (which include cost of lubricating oils, grease, small stores and establishment charges but exclude cost of fuel), shall be recovered at the rate of

Rs..... per day of eight hours for the full period the roller is hired out to the contractor, including non-working days, except for authenticated periods of 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's interval for lunch and for Sunday and other Public holidays, if there is no work on these days.)

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

b) If there is work on Sundays and other Public holidays, the hire charges for the rollers, shall be recovered at the rate of 1.20 times the rate of normal working days.

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

d) The average out-turn expected from a power roller for a day of 8 hours shall be fixed by the Superintending Engineer for the various items or road work. A variation of plus or minus 12 1/2 per cent may be allowed to this average. If the daily out turn from the roller falls outside the permissible variations, the contractor shall be charged at one and a half times the rate of normal hire for the day, specified for the roller concerned.

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

1.32. In addition to the hire charges, necessary water, fuel, fire wood, diesel oil, (fuel oil) or powering, as the case may be required for the efficient working of the power roller, shall be supplied by the contractor at his cost

1.33 Value of quantities of the department materials issued for the work for which rates are inclusive of such materials wither allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanctioned requirements shall be recovered at book value or issue rate plus 20% supervision charges, or market rates whichever is higher with sales Tax and in addition specific penalty rate stipulated by the Department. Market value will be at the retail selling price of the materials in the locality of the work or the nearest market town current on the day of issue or recovery rate which is more. The Executive Engineer shall obtain the information and record within 7 days of such issue, sending a copy to the contractor. The decision of the Chief Engineer/ Superintending Engineer regarding current market rates shall be binding on the contractor.

The cost of unreturned materials shall be recovered at book value + 20% or current market rate whichever is higher and in addition to specific penalty rates as may be fixed by Executive Engineer or as per direction of department.

- 1.34. Tenderer should declare that they are not related to any government servant, who is in charge or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousins of the Officer concerned if the above condition is found to have been contravened when they tender, the earnest money/security deposit of the tenderer/ tender will be forfeited and the contract entered into will stand cancelled. (Form of declaration separately given)
- 1.35. The contractor will provide his own tools and plant store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss damage, theft, loss - handling weather or any cause whatsoever.
- 1.36. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site/in different appendices of the schedule the lowest quoted rate will be accepted for the items in all the appendices
- 1.37 The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
- The contractor will also be liable to abide by the fair wage clause condition attached separately
- 1.38. Empty bags of cement used on the work need not be returned to the department stores. Value of empty cement bags will be recovered at rates fixed by the department from time to time.
- 1.39. If the department undertakes or supplies particular materials no claim for extra payment on account of delay in the supply of materials will be entertained.
- 1.40. In the case of construction of steining to well excessive tilts any occurring to the extent which is more than the percentage allowed as per rules will have to be rectified by the contractor at his own cost and if the contractor fails to attend to the same it will be got attended to by other agency and the cost thereof recovered from the original contractor.
- 1.41. The contractor should take a license under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.
- 1.42 The contractor shall employ experienced personnel during the execution period of the work as directed by the department. The payment for such persons employed shall be paid by the contractor

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

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

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

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

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

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

1.48. The quantities provided for in the schedule may vary widely and contractor should be prepared to do any excess over the schedule quantities at his quoted rates for the works in accordance with the rules of KWA.

1.49. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the item of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P) No. 136/74RW. dated 8th August 1974.

1.50 The tenderer shall submit a "letter submitting the tender" along with the tender the prescribed format is given separately.

ii. SPECIAL TENDER CONDITIONS

Name of work : KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE

- 2.1. All works shall be done in conformity with the specifications and conditions for the contract in force in K.W.A. The tenderer shall quote only single rate as an overall percentage above or below at the rates given in the schedule by a single entry. The rates quoted shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedules and all the incidental work necessary for such operations such as shoring, bailing, form works scaffolding, etc. The rates quoted shall be inclusive of sales tax.
- 2.2. The rates quoted by a tenderer 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 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 equipment, to set out the work as well as to afford facilities for such examination of the work as the departmental Officer may at any time consider desirable, as also to count weigh and assist in the measurement, or check - measurement of the work or materials.
 - c) Providing and maintaining all temporary fences, shelters lights watchmen and danger signal and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work.
 - d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications.
 - e) All fees and royalties of materials; and
 - f) Finally clearing away of all rubbish, surplus materials, plants, etc., on completion of the work and dressing and levelling off and restoring the site to a tidy condition prior to handing over the work to the division officer or his authorised assistant and also its maintenance until so taken over.
- 2.3. The quantities shown in the schedule are only approximate and are subject to variation and the contractor is bound to do additional quantities of work if found necessary at his quoted rates.
- 2.4 All the rates quoted should be inclusive of all taxes.
- 2.5. All corrections and insertions in the original tender or schedule whether in the printed matter or elsewhere shall be attested by the tenderer
- 2.6 The contractor has to quote for the specification and unit noted in the schedule. No correction of specification, unit or quantity is admissible and if they make any correction in the specification,

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

2.7. The contractor should note his Division Register Number and amount of permanent earnest Money deposited by him in his tender.

2.8. The contractor should produce the declaration in the form attached.

2.9 The contractor is bound to carry out items of work which are not expressly or impliedly described in the tender schedule, plans, specifications and agreement but which are found necessary for the proper completion of the work during execution. Payment for such extra items will be made on the basis of extra item conditions vide Clause 23 (c) of form No. GWD 83"

2.10 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. 4 above for 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.

2.11 It will be the responsibility of the contractor to obtain necessary land for stacking the materials for arranging the work.

2.12 For materials issued for the work but not used and not returned to the store, tax at the prevailing rates will be recovered in addition to the departmental recovery plus 20 percent storage.

2.13 For cement and reinforcement bars issued for the work but not used a penalty of Rs. 20.00 per 50 kilograms of cement and Rs. 2.50 per kilogram of M.S., rods will be recovered in addition to the value, 20 percent storage and tax.

2.14 Metal of the required sizes alone should be brought to the site of the work. Breaking boulders or rubble into metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic.

The stacks should be formed as per the standard profile current in the department.

2.15 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 contain any quarry dust or earth.

2.16. 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.

2.17. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running water courses.

2.18. Variation in supply in each 200 metre length exceeding 1 per cent from the approved indent will not ordinarily be allowed. But supplied above 1 percent over the stipulated quantity in the

particular 200 metre length may be accepted at the discretion of the Executive Engineer and in that case each, will be paid at 3/4 of the agreed rate. Similarly, if supplies fall short by more than 1 per cent recovery for this deficiency will be made at 1/4 of the agreed rates. Excess supplies or deficiency in supplies over 10 percent however will be accepted only at the discretion of the Executive Engineer subject to its being penalized at half of the agreed rates. The maximum penalty shall however be limited to 10 per cent of the contract.

- 2.19 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.
- 2.20 The contractor should take out license for storing gun powder and explosive required for rock blasting as per Explosive Act. 1940.
- 2.21 Empty cement bags will not be taken back but its cost Re. 1 per bag will be recorded towards value with the usual tax.
- 2.22 For Reinforcement bars payment 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 it should not exceed 5 per cent of the actual usage.
- 2.23 If the department undertakes the supply of any material, no claim for extra payment due to delay in supply of that material will be entertained.
- 2.24 If materials other than those specified in the tender are issued by the department, recovery will be affected at data rate plus storage plus tax or at current market rates at the time of issue whichever is higher.
- 2.25 Hire charges of tar boiler and sprayer if supplied departmentally will be recovered at Rs. 5 per day for the whole period they are in the custody of the contractor.
- 2.26 Machinery like concrete mixer, pumpset etc., if available will be supplied by the department as per rules and hire charges recovered from the contractor at the prevailing departmental rates. The contractor has to take the machinery from the store and return to the same spot at his cost and responsibility.
- 2.27 A day means 8 working hours for purpose of calculation of hire charges of rollers, pump sets and other machinery unless otherwise specified
- 2.28 "The contractor has to arrange roller and return it at his own cost and responsibility"
- 2.29 "When power rollers (which term includes steam and diesel rollers) are hired out to contractors, hire charges for the rollers (which include cost of lubricating oils, grease, small stores and establishment charges but excludes cost of fuel), shall be recovered at the rate of Rs. 137 per day or eight hours or part thereof, for the full period the roller is hired out to the contractor including not-working days except, for authentic periods of breakdown of the roller for the full working hours of a day (that is 8 hours from 8 am to 5 pm. including one hour's interval for

lunch), and for Sundays and other public holidays, if there is no work on these days".

("The daily rate of hire fixed by the Superintending Engineer shall be for a day of 8 hours or part thereof, between 8 am and 5 pm with one hour's interval for lunch")

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

2.30 "When power rollers are worked on any day, in excess or eight hours (that is outside the normal working day between 8 am and 5 pm hire at the rate of 1 .20 times the hourly rate applicable for that day, (based on the rate for 8 hours) shall be levied for every extra hour or part thereof

2.31 "The average out-turns expected from a power roller for a day of 8 hours is as fixed by the Superintending Engineer for the various items of road work. A variation of plus or minus 12 $\frac{1}{2}$ per cent may be allowed to this average. If the daily out turn from the roller falls outside the permissible variations the contractor shall be charged at $1\frac{1}{2}$ times the rate of normal hire for the day specified for the roller concerned. However, this clause shall not be applicable in cases where variation is due to authenticated periods of breakdown of the roller or inclement weather".

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

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

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

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

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

2.36 Tribes of the locality should be employed to the extent possible. The contractor should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G.O. 18/ 8597/55/LD., dated 7th March 1956 and any dues to the labour will be recovered from his bill as fixed by the departmental officers.

2.37 The contractor alone is responsible for the safety of his labourers and damages, if any payable under 'Workmen's Compensation Act will be to his debit.

2.38 It shall be the contractor's responsibility to protect the public and his employees against

accident from any course 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/she shall, where provisions of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims thereunder.

2.39 The contract shall be liable for any loss caused to the government on account of the above work including any that may arise due to non-fulfilment of the contract. He/she should comply with rules laid down in the central P.W.D. contract regulations regarding fair wages.

2.40 The work shall be completed in all respects and also at rate of progress within the time limit and stipulations in the Notice inviting tender failing which the contractor is liable to be fined as stipulated in the prevailing rules and regulations.

2.41 Defects, if any noticed within 3 months (6 months in the cases of road works) from the date of completion of the work will be got rectified by the contractor, in default of which this will be attended by the department and the cost made good from the contractor.

2.42 The contractor should produce latest tax clearance certificate and also income-tax clearance certificate for receiving final payment.

2.43 The contractor shall be responsible for payment of tax as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied GST and income tax due to Government from the contractor will be recovered from his bill for the work as per the advice of the authorities concerned. Statutory recoveries will be made from the contract bills.

2.44 All sums due to the government under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as through the same where arrears of Land Revenue or in any other manner as the Government may deem fit.

2.45 The contractor agrees that before final payment is made on the contract he will sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of 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 preceding measurement and the payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor.

2.46 The tender notice and Form No. 83 Notice Inviting Tender shall form part of the Agreement.

2.47 The date fixed by the Superintending Engineer for the commencement and completion

of works as entered in this agreement shall be strictly observed by the contractor who shall pay damages at the rates of (1) one per cent on the estimated value of the contract for every day not exceeding five days that work remains un commenced or unfinished after the proper date and further to ensure good progress during the execution of works, the contractor shall be bound unless the contract provides otherwise in all cases in which the time allowed for a work exceed one month to complete. One fourth of the whole work to be done when one fourth of the whole time allowed for it has elapsed, one half of the work when one half of time has elapsed and three fourths of work when three fourth of time has elapsed and the penalty for the failure in either of these cases shall likewise be that the contractor shall be subject to pay daily damages at the rate of one per cent on the estimated value of the amount of work that should be completed by that time. Provided always that entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole amount of retention (performance security deposit) plus the performance guarantee. All damages payable under the provisions of this clause or clause 12 or of the conditions of contract shall be considered as liquidated damages to be applied to the use of this Government without reference to the actual loss sustained owing to the delay.

2.48 If during execution, the proportion of usage of material issued departmentally alone is varied for which the price has been fixed in the tender the quoted rate of the item will be allowed effecting short or excess of departmental materials actually used as well as labour charges for handling the short or excess if any provided is in the same position.

2.49 The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating the tenders keeping only the earnest money of the first two lowest tenderers the earnest money of the remaining two unsuccessful tenderers will be refunded within a week from the date of acceptance of tenders.

2.50 The contractor should engage at his own cost a diploma holder (Civil Engineering) with sufficient practical experience for the proper execution and supervision of work costing from Rs. 2Lakhs to 5Lakhs and one Engineering Graduate and one diploma holding (Civil Engineering) for works costing Rs. 5 Lakhs up to 10 Lakhs and one Engineering Graduate and two diploma holders for works costing over Rs. 10 Lakhs one or two years according to the tenure of contract.

2.51 All other conditions and specifications of contract are the same as those current in the department. The date fixed by the Superintending Engineer for the commencement and completion of works, as entered in this agreement shall be strictly observed by the contractor who shall pay damages if the work is delayed by reasons exclusively of his own, at the rate of 0.5% of the value of non executed or delayed work per week subject to a maximum of 10% of the total value of contract. Price escalation clause will not apply to this tender.

2.52 All concrete should be machine mixed and vibrated

2.53 The method of measurements will be as per Indian Standard 1200-1958.

2.54 The tenderer/ contractor must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by the Government.

2.55 FAIR WAGE CLAUSE

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

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

(b) The contractors shall notwithstanding the provisions of any contract to the contrary cause to pay a fair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractor in connection with the said work as if the labourers, had been immediately employed by him.

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

(d) The Executive Engineer or subdivision office concerned shall have right to deduct from the money due to the contractor and any sum required to making good the loss suffered by a work or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the regulations.

(e) Vis-a-vis the Central Government, the contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid without prejudice to his right to claim from these subcontractors.

(f) The regulation aforesaid shall be deemed to be a part of this contract and breach thereof shall be a breach of this contract.

2.56 Clause 45 of M.D.S.S.

2.57 ACCIDENTS- HOARDINGS – LIGHTINING- OBSERVATION- WATCHMEN

- (a) When excavation have been made of obstacles are put in public through-fares or in places where there is a likelihood of accident, the contractor shall comply with any requirements of law on the subject, and shall provide suitable hoardings, lighting and watchmen necessary.
- (b) It shall be the contractor's sole responsibility to protect the Public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act, apply, take steps to properly insure against any claims there under.
- (c) On the occurrence of an accident which results in the death of any of the workmen's employed by contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Section Officer of the Public works Department, the fact of such accident, The contractor shall indemnify Government against all loss of damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen' Compensation Act or Otherwise conform to the said act in regard to such accident.
- (d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principle it shall be lawful for the Executive Engineer retain out of moneys due and payable to the contractor such sum or sums of money as may in the opinion of said Executive Engineer, be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.
- (e) 1 % of the amount of bill amount less cost of departmental materials will be recovered along with other recoveries towards the contribution to "Kerala Construction Works Welfare Fund Board"

2.58. The Tenderer should submit a preliminary Agreement executed and signed in Kerala Stamp Paper worth Rs. 200/- along with Tender documents failing which the tender will be rejected.

2.59. GST as per rules will be deducted from Contractors part bill/ Final bill at the specified rate as per the prevailing rules

iii. FORM OF DECLARATION

1. I do hereby declare that none of my relations as per the list given in section, 6 and Schedule 1 A of the Companies Act, 1956 is in charge of the above work or are having control over it.
2. I do hereby distinctly and expressly declare and acknowledge that I have read the Madras detailed standard specifications and the preliminary specifications therein.

Contractor

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

KERALA WATER AUTHORITY

FORM OF TENDER

G.W.D. 84

OFFICE OF THE SUPERINTENDING ENGINEER

PUBLIC HEALTH CIRCLE,

KERALA WATER AUTHORITY,

KOTTAYAM

Name of Work KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC
CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA
USING 150 MM DI K9 PIPE

Date of issue

Name.....

Address of Tenderer.....

.....

Details of EMD

Tenderer

30/56

Superintending Engineer

3. Form No. 84

Specifications

PART 1 – GENERAL

3.1. The rates tendered by a Contractor for the work shall include the cost of –

- (a) All labour and supervision thereof, all materials, tools, implements and plant of every description ladders, cordage, tackle, etc, as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work;
- (b) Supplying the requisite agency with necessary equipment, to set out the work as well as to afford facilities for such examination of the work as the departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials.
- (c) Providing and maintaining all temporary fences, shelters, lights watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
- (d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
- (e) All fees and royalties of materials; and
- (f) Finally clearing away of all rubbish, surplus materials, plants etc., on completion of the work and pressing and levelling off and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.

3.2 In the case of supplies of materials such as rubble, broken stones, gravel, sand, etc., which may have to be measured prior to being used on the work, the contractor must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rates for work, Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

3.3 The Contractor shall be bound to bear the expense of defence of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.

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

3.5 The tenderer should state whether he has all the plant necessary for execution of the work. If in the opinion of the Division Officer, Contractor's own plant is not sufficient 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.

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

3.7 All materials and plant that are to be made over to the Contractor by the Department shall be handed over at him at the Division Office or Store Yards at Division Headquarters of the KWA

General Stores Trivandrum and the charges for their handling, loading and unloading and conveyance to and from the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought, shall be deemed to be included in the rates for the work.

- 3.8 Unless otherwise specifically provided for in the Contract, the Contractor shall his own cost keep all portions of the work free from water whether due to springs, soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
- 3.9 The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities will be recovered at rates 20 percent over the actual cost. The orders of the Division Officer in the matter shall be final and binding on the Contractor.
- 3.10 The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks setup by the Department for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the Division Officer found disturbed, removed as destroyed, they will be replaced by the Department at the cost of the Contractor.
- 3.11 Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the Contractor, as may be ordered by the Officer-in-charge.
- 3.12 In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Division Officer.
- 3.13 Whenever the Contractor is ordered by the Division Officer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Contractor's duty to get a special price arranged for the item and to see that it is written in the work spot order book (which shall be provided by the Division Office and kept in the work by the Subordinate In Charge) and that this order is initialled and dated by the Contractor and the Officer ordering that particular item of work. For any extra item executed by the Contractor and not as entered in the work spot order book and initialled both by the Contractor and the Departmental Officer ordering such extra item that Contractor shall have no claim or extra payment.
- 3.14 Any dispute or difference that may arise between the Division Officer and the Contractor on account of the contract, shall at the instance of either party be referred to the Superintending Engineer, K.W.A., whose decision given in writing shall be final conclusive and binding. The Division Officer may at this discretion delegated in writing, to any of his subordinates any of his power regarding these specifications.

Specification

Part II

Materials

Part III

Work

(As current in the Kerala Water Authority)

Tenderer

32/56

Superintending Engineer

4. ADDITIONAL TENDER CONDITIONS

Name of Work: KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE.

- 4.1. The tenders shall be submitted electronically to the Superintending Engineer, Public Health Circle, Kerala Water Authority, Kottayam the method available at the website www.etenders.kerala.gov.in. All documents/attested copies shall be submitted electronically by scanning and uploading. The tender documents in original shall be submitted within 3 days of the date of opening of tender. The contractors can view the tender notice and the tender documents free of cost in website. However, on submission of tender, the tenderer will have to remit the cost of tender fee electronically. The cost of tender fee once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The price bid shall be filled up in the prescribed format provided in the tender document. For uploading the technical and price bids, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD through SBI internet banking or through SBI internet banking or through SBI MOPS mode of payment. Price bid /schedule shall be submitted electronically only.
- 4.2 The technical bid and price bid will be opened by the Superintending Engineer / Authority at the time and date specified for opening of tender.
- 4.3 The rate quoted by the contractor should be inclusive of hire charges for the tools and plant, all taxes etc. and all other incidental charges and no extra claims on these accounts, will be admitted.
- 4.4 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.
- 4.5 For LS items payment will be made on actual measurement limited to the amount agreed to by the tenderer.
- 4.6. Cement/ Reinforcing steel bars and other materials issued for the work should be stored suitably at the work site or in a store approved by the Authority. Account of receipts and issues should be maintained at stores and all facilities should be given by the contractor to the Authority officers for checking the stores at any time fixed by the Authority. If any shortage is noticed, the contract is liable to be cancelled immediately and suitable action will be taken against the contractor for the misuse of Authority materials.

- 4.7. Surplus materials supplied by the Authority 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.
- 4.8. FCC will not be paid unless contractors have produced Income Tax and tax clearance certificate.
- 4.9. Contractor is bound to give fair wages to labourers employed by him as per the standing rules of the Government.
- 4.10 Contractor is bound to engage suitable experienced hands for the execution of 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 present him at the work site during working hours.
- 4.11 If the Kerala Water Authority undertakes to supply certain materials, no claims for extra payment on account of delay in the supply of these materials will be entertained.
- 4.12 The contractor shall examine whether there are any gas mains, electric or phone posts, cables, water main, 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.
- 4.13 The contractor shall be responsible for any damage which may be caused to power or phone posts or cables or to 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 out or pumping or stagnation of water. The contractor shall make his own arrangements for supporting electric and telephone posts, electric and telephone cables, existing water mains during excavation and no extra payment will be give for this.
- 4.14 The contractor shall examine and satisfy himself that the beds of the trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory, the contractor shall take necessary steps to make the trench firm and suitable for laying pipes.
- 4.15 The materials issued to the contractor shall be taken charge from stores by the contractor after satisfying himself about their sound condition and granting receipt to the officer - in - charge and make available the materials for the purpose of inspecting, weighing or testing the pipes and materials as the officer-in-charge shall see fit to do.
- 4.16 All pipes, specials, valves etc., shall be transferred and stored adjacent to their final position of 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.

- 4.17 The pipes, specials and valves etc., shall be handled very carefully during loading, unloading, conveying, lowering operations as per the directions of the Authority officers under their approved modes and with approved instruments and should be satisfied that they are not defective.
- 4.18 If any of the materials issued to the contractor in good condition become there after damage before/ when or after being placed in the work, the contractor shall be liable for the damage and shall be charged at the rate fixed by the Authority as per rule.
- 4.19 No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay in carrying out the works, defective works etc.,
- 4.20 The laid pipeline should be tested in convenient section not exceeding 200m length at a stretch/ in suitable length fixed by the Authority. The testing of pipeline has to be done under the presence of the Officer-in-charge and under their directions.
- 4.21 If test show any defect to the works, such portion has to be redone and got tested to satisfaction of the Authority officers at the contractor's cost.
- 4.22 If for lack of special after commencing the work, pipes have to be laid with open end, they have to be closed by suitable plugs, at no extra cost by the contractor.
- 4.23 All other conditions, and terms of contract are the same as those current in the Kerala Water Authority.
- 4.24 All the relevant clauses of the specifications for earth works, trenching, receipt, transport and custody of materials, conveyance to work site, laying, testing etc., for CI/ DI/ AC/ PVC pipes in the Madras Detailed Standard Specification/ ISS/CPWD Specification shall apply to all kinds of pipes.
- 4.25 Where trenching 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 the Executive Engineer's office.
- 4.26 After refilling the trenches, the contractor is responsible for a period of three months to maintain at his cost the surface of the refilled trenches free of depressions, potholes or other irregularities.
- 4.27 The contractor shall be responsible for the safe custody of all the materials take charge by him subject however to the direction and control of the officer – in – charge.

- 4.28 From the "On Account" payments, deductions shall be made by the Authority at the rate prevailing towards contribution to the Kerala Construction Workers Welfare Fund Board.
- 4.29 The FCC for the work of OH Reservoir/ GL Reservoir will be paid only after the tank is get tested by filling water as instructed by the Departmental Officers.
- 4.30 In addition to other test as per MDSS/CPWD specification and ISS, cube tests of concrete for RCC work shall be conducted as per relevant ISS with out any extra charges.
- 4.31 The contractor shall declare the name, qualification and experience of each of the engineering personnel he is deputing to the supervision of the work and get approved from the Kerala Water Authority for the same.
- 4.32 In the case he wants to substitute any engineering personnel he shall do so only after getting approval of Executive Engineer in the same manner described as above.
- 4.33 Whenever a day's concreting exceeds 15m³ concrete test cubes shall be cast as per standard specifications IS 456, IS 1199 (latest revision) 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 item and no separate payments shall be admissible.
- 4.34 Time of completion mentioned include the Monsoon Seasons also.
- 4.35 The tenderers shall submit the detailed programs of work along with the tender giving due consideration for the rainy seasons.
- 4.36 Tenderers should quote the rate as percentage excess/reduction over the PAC
- 4.37 The successful tenderer shall within 15 days of receipt of the order of award of work (selection notice), deposit towards performance guarantee, 5% of the accepted contract value in favour of the Superintending Engineer, PH Circle, Kerala Water Authority, Kottayam and deposit will be retained till the expiry of defect liability period. At least fifty percent (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 forms prescribed in the revised PWD manual.
- 4.38. The EMD deposited by the tenderer shall be released as soon as the performance guarantee amount as above is deposited. Performance security deposit is the retention amount deducted from the running bill of the contractor in addition to 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. 5Lakhs subject to the condition that the amount of

Bank Guarantee except last one shall be less than Rs. 5 Lakhs. This amount will be released after passing of bill as in the case of refund of deposit.

- 4.39. No exemption shall be allowed for performance guarantee and performance security deposit amounts for Govt/ Quasi Govt. undertakings unless there is specific order from government to that effect for this particular work and approved by the Authority.
- 4.40. Liquidated damages @ 0.5% of the cost of the balance works, per week or portion thereof subject to a maximum of 10% of the total value of Contract will be realized from the contractor, beyond the agreed date of completion of the work. If the contractor fails to complete the work even after levying the maximum of the liquidated damages, the balance portion of the work shall liable to be terminated and arranged through other means at the risk and cost of the defaulted contractor.

4.41. Additional Performance Guarantee

Additional Performance guarantee will be required in all cases where quoted rate fall 10% below the estimate cost, but the maximum permissible lower limit is 25% below the estimate cost. The 10% standard exemption will be applicable to all estimate quoted below estimates 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"

- I. However, the tender with lowest quoted rate less than 25% below the estimated PAC shall not be rejected if sufficient competition is ensured and the rates quoted by the second and third lowest bidders come comparatively nearer to the lowest.
- II. The tender inviting authority shall obtain a statement from the lowest bidder quoting rate below PAC regarding the reasonableness of the rate quoted to access that whether the quoted rates are workable.
- III. Assessment shall be made by department also, as to whether the particular work has any rate advantage as compared to the rate as given in the sanctioned estimate viz. reduction in cost of bitumen, steel etc.
- IV. If any contractor quoted less than 75% of the estimated PAC and variation with all other quoted rate are much higher, the tender accepting authority shall take appropriate decision based on merits.

4.42 For supplying and laying contracts,

- a. The PVC pipes to be supplied under the contract if any shall be manufactured as per IS 4985 – 2000 as amended from time to time and shall bear ISI certification mark.
- b. The DI pipes to be supplied under the contract if any shall be manufactured as per IS: 8329 - 2000 as amended from time to time and shall bear ISI certification mark.
- c. The AC pipes to be supplied under the contract if any shall be manufactured as per IS 1592 – 1989 as amended from time to time and shall bear ISI certification mark. The specials such as AC couplings, rubber rings, CID sets, CI specials such as bends etc., shall also be supplied as per relevant IS codes.
- d. The CI pipes to be supplied under this contract shall be manufactured as per ISI – 1536 – 1989 as amended from time to time shall bear ISI certification mark. The specials shall also be supplied as per relevant IS codes.
- e. The GI pipes to be supplied under this contract shall be manufactured as per ISI – 1239 – 1999 (Part1) as amended from time to time shall bear ISI certification marks. The specials shall also be supplied as per relevant IS code.
- f. All pipes as per the scope of the work supplied should be factory tested and test certificate as per relevant specification/latest code of practice should be produced along with the pipe supplied. 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. The cost of testing by Department (KWA) officer shall be borne by the contractor within the quoted rate and no separate claim shall be allowed. The TA/DA of the departmental officer if deputed shall be borne by the KWA.
- g. All the pipe shall bear the inspection stamp of the inspection agency.
- h. The specials to be supplied shall be of the same class as the pipes and shall bear ISI marks, wherever IS specifications are available.
- i. The unit rate quoted for laying of pipes shall also include transportation of pipe and all other materials to the site.

- j. Payment shall be made to the contractor only after satisfactory laying and testing of the whole or part of the work.
- k. The contractor shall raise a claim for 70% of the value of the tested materials he has supplied at site, at estimate rate or quoted rate which ever is less as secured advance, which shall be considered by the authority as per secured advance rules of 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.
- l. The contractor shall guarantee satisfactory performance of pipe line for a period of 12 months after completion of the work. During this guarantee / maintenance period, any repairs that shall 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 the KWA at the risk and cost of the contractor.
- m. Necessary concrete anchor blocks, valve chambers etc, shall be provided by the contractor as per the approved plan which the contractor shall prepare and get approved from the agreement authority before actual execution. These rates for these items shall be quoted for as per tentative quantities provided in the tender schedule.
- n. Under no circumstance, price variation shall be allowed for the pipes and other material to be supplied as per this contract and the prices quoted shall remain firm

4.43 The contractor shall be bound to carry out works up to 10% in excess of the quantity specified, if required during actual execution, on the same terms and conditions

4.44 Not applicable

4.45 The monetary benefit due to any reduction declared by Government of India/ State in the statutory duties and levies after the tender submission should be passed on to Kerala Water Authority. For affecting this, the detailed break up of their purchase cost showing clearly the basic prices, Taxes, transportation etc., shall invariably be noted. In cases where these are not mentioned, any reduction shall be assessed by Kerala Water Authority with the present market rate of the material.

4.46 Pipes and other construction materials shall be stacked at site only in consultation with the Executive Engineer concerned and will not be stacked more than 5 days before commencement of work. The excess cut soil, boulders, rubbles, balance pipes/cables should be removed from the site at the cost of the contractor immediately after back filling is completed, at any rate within 48 hours of completion of works.

- 4.47 The Bar Charts, Work Plan, Work Schedule shall be submitted for all works so as to monitor the progress of the works. The as laid map of pipe line works shall be submitted by the contractor along with the bill and the same shall be verified by the officers concerned before making payment. The final as laid maps (five copies) shall be submitted by the contractor along with the final bill and shall be kept as record in the Circle, Division, Subdivision and Section offices separately for future reference and one copy along with the agreement.
- 4.48 Works should be carried out causing minimum hindrance to traffic and inconvenience to the public. In cases where traffic is not blocked, trenching, pipe laying, back filling and rectification are to be done simultaneously.

If any of the conditions above are in contradiction to any of the clauses in the Form 83, Special conditions, Form 84, the clause/conditions of the additional tender conditions shall prevail.

Additional information

PERFORMANCE GUARANTEE, ADDITIONAL PERFORMANCE GUARANTEE AND PERFORMANCE SECURITY DEPOSIT

The following conditions regarding Performance guarantee, Additional performance guarantee and Performance security deposit and Road restoration works shall be applicable to this tender as per following GOs

1. GO(P) No.429/15/Fin dated: Thiruvananthapuram 28/09/2015,
2. GO(P) No.19/2016/Fin dtd.03.02.2016 and
3. GO(P) No.124/2016/Fin dtd.29/08/2016
4. GO(P) No.168/2018/Fin dtd.02/11/2018
5. GO(P) No.1/2019/Fin dtd.10/01/2019
6. G.O.(Ms) No. 444/2018/Fin dated Thiruvananthapuram 26.11.2018

(Copies of GOs given separately).

- (a)** If the rate quoted by the contractor is 'x'% below estimate cost (where x lies above 10%), the contractor shall remit additional performance guarantee for an amount equal to (x-10)% of the estimate amount.
- (b)** The EMD deposited by the tenderer shall be released as soon as the performance guarantee amount as above is deposited. Performance security deposit is the retention amount deducted from the running bill of the contractor in addition to 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 Lakhs subject to the condition that the amount of

Bank Guarantee except last one shall be less than Rs 5 Lakhs. This amount will be released after passing of bills as in the case of refund of deposit.

(c). Preliminary agreement to Kerala Stamp Paper worth Rs.200/- and duly signed shall accompany the tender.

(d). 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.

(e). Schedule for phased supply of pipes and specials

Pipes shall be supplied in a phased manner as per the supply schedule accepted by agreement authority and this schedule shall be part of the contract

The pipes shall be delivered at site on after getting permission from other agencies (PWD, NH, NHAI KSTP, KRFB, Corporation, Panchayaths, etc.) for laying pipes. (Referring Order, No KWA/JB/TMU/14567/2017.)

(f). GST & other taxes

All bidders should have a valid GST registration. The rates quoted by the bidders shall include all taxes and duties, construction workers welfare fund contribution, etc. except the GST. **The rate quoted shall be exclusive of GST** which may be paid or become payable on the completed work within the scope of this tender. In other words, the amount quoted shall be exclusive of GST prevailing as on the due date of the tender and other taxes at applicable rates shall be deducted from the payments to the contractor as per rules without further correspondence. The deductions from contractor's payment shall include Income Tax, and Labour welfare fund as per the rate in force. However, this shall not mean that only this amount shall be deducted. The payments and deductions shall be made as per Circular No. 18/2019/Fin dated 01/03/2019 of the Finance (Industries and Public Works -B) Department, Government of Kerala. *(Copy of the circular is attached for reference.).*

(g). Responsibility of contractor during maintenance/guarantee period: -

The maintenance period of this work is **12 months** from the date of completion and commission of the pipe laying work. During the maintenance period the contractor shall rectify any defects or replace any defective parts installed as part of this tender within 24 hours from the occurrence of defect. The cost of material and labour charges required for such work shall be borne by the contractor. It is the responsibility of the contractor to restore / rectify the structures damaged due to the breakage of pipe lines and pay the compensation for such damages. If it becomes necessary for the contractor to replace or renew any defective portion of the work the provision for this clause shall apply to the portions of the work so replaced or

renewed until this expiration of one year from the date of such replacement. If any road restoration charges required for the leak rectifications during the DLP, the amount shall be borne by the contractor.

If the contractor fails to rectify the defect of the work within 24 hours, the work will be arranged / attended by the Kerala Water Authority at the risk and cost of the contractor or the contractor will be penalised for not undertaking the defect works in time.

Contractor

Superintending Engineer

5. TECHNICAL SPECIFICATION AND CONDITIONS REGARDING THIS WORK

5.1. General

The proposed work is KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE

The scope of this work includes supplying, laying, testing and commissioning of 250 mm DI K9 pipes and specials, and providing requisite chambers, anchor blocks etc and road restoration works FROM OHSR AT KWA CAMPUS TO OHSR AT THALIKKOTTA connection with the Improvement of water supply to Kottayam Municipal region

The Work consists of

1. Replacement of existing old and vulnerable 160mm PVC Pipeline with new 150mm DI Pipe From O H S R AT KWA CAMPUS TO O H S R AT THALIKKOTTA for and length of about 4225m by supplying, laying, testing and commissioning of 150mm DI K-9 pipes and DI K-12 specials without disturbing the existing pipe line until the new line is commissioned so that the existing water supply facilities are not adversely affected..
2. Supply and fixing of sluice/air valves as in BoQ
3. Construction of RCC valve chambers and anchor blocks as per approved drawings.
4. Road restoration works under the supervision of road authority concerned as per BoQ.
5. All the items of work are described in BOQ and shall be executed as specified in the BoQ.
6. Road restoration should be done as per PWD approved estimate which is included in the BoQ
7. Road restoration of Panchayat road using PCC as in BoQ and should be done as per KWA guidelines

5.2. Site condition

The alignment of pipe lines through public road of PWD and it falls in BM&BC and berm portion as per the pipe line lay out attached. The pipe has to be laid carefully with minimum damages to the road surface/berm. Dismantling of BM&BC road is required in many of the localities since the berm portion is lesser. Excavation is to be carried out in all kinds of soil, ordinary rock and medium rock (blasting prohibited). Excavation shall be carried out with utmost care without disturbing the extant utility lines.

All demolishing/dismantling works on PWD roads shall be properly rectified by the contractor as per technically sanctioned estimate of PWD/KWA as included in the BoQ with reference to the Govt. order vide G.O.(Ms) No. 444/2018/Fin dated Thiruvananthapuram 26.11.2018. All necessary sanction for laying pipes along road will be obtained by Kerala Water Authority. Proper compaction shall be ensured in backfilling the trenches, and quarry muck may be used wherever necessary for immediate restoration of PWD roads. Works shall

be carried out with minimum hindrance to the traffic and pedestrians. The tenderer shall examine the route, alignment of the pipeline, number of crossings, soil classification, position of chambers and anchor blocks and shall anticipate all incidental works that are not explicitly stated in this NIT.

5.3. Detailed Scope of work.

5.3.1 Supply of various sizes of pipes

Supply of various sizes of pipes are listed below. The pipes shall conform to the relevant specification of either BIS or ISI or ISO marking. Required size and number of pipes specials of same class of pipe shall be supplied by the contractor as directed by Engineer in charge.

LIST OF PIPES

Sl. No.	PIPES (dia with class)	length (m)
1	150 mm DI K9Pipe Conforming to IS 8329/2000	4215 (including future maintenance quantity of 40m)
2	150mm DI K9 D/F Pipes	50
3	110mm PVC (10kg/cm2) pipe	10

The required specials for connecting pipe shall be supplied by the contractor as per BOQ.

5.3.2 Supply of CI Sluice valves and supply of air valves

The contractor shall supply of CI sluiceValves of various sizes with hand wheel/cap with lever and key of the size same as that of pipe line of approved quality as directed by the Executive Engineer. The scour valves are to be provided with scour Tee and scour delivery at every valley or nearest culvert or at places where the water can be drained conveniently. Sufficient length of lead pipes of suitable size shall be supplied by contractor and provided. Necessary branch valves shall be given at all branches at appropriate places as directed by the departmental officers. Air Valves shall be fitted with isolation valves. Valves shall confirm to relevant BIS standards and should bear ISI mark wherever applicable.

Approximate number of Valves to be fixed:

Sl. No.	Air valves / Sluice/ scour valves	to be fixed in line (no.)
1	Supply of CI Air Valve with Flanges, Conforming to IS 14845 - 2000, Kinetic Air Valve Type DK, Size 50mm.	5
2	Supply of CI Double Flanged Sluice Valve Conforming to IS 14846 - 2000, Sluice Valve with Cap PN 1.6, Size 100mm.	2
3	Supply of CI Double Flanged Sluice Valve Conforming to IS 14846 - 2000, Sluice Valve with Cap PN 1.6, Size 150mm.	4
4	Gun metal gate valve with C.I. wheel of approved quality (screwed end) :50 mm	5

The valves shall conform to relevant BIS/ISO standards and bear ISI/ISO marking as per BoQ.

5.3.3. Supply of specials

The necessary specials such as Bends, Tees, flanges, etc. for laying pipe lines, fixing valves, Scour Tees for Scour arrangements, Tail pieces for fixing Valves, Pipes for scour delivery arrangements, all confirming to BIS/ISO standards shall be supplied and installed by the contractor for the completion of work. In case of non-standard specials, shall be used only with the permission of the Engineer in charge.

The flanges and specials shall be supplied only as per BoQ and subjected to actual site requirement.

Provision is given in the estimate for interconnection to the existing live lines including all specials and fixing charges and no extra claim will be entertained for the work.

5.3.4. SUPPLY AND TESTING OF MATERIALS

1. The contractor shall supply all the materials including pipes and specials covered under the contract at his own cost. The pipes, specials 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 100 lakhs. All cost for inspection charge to be borne by the contractor. Inspection certificates should be produced along with the materials. This third-party inspection is mandatory for all pipes, specials and pumping and electromechanical equipment supplied by the contractor. Also, ISI/ISO marked materials should alone be accepted, wherever ISI/ISO specification is available for such item in respect of ISO marked pipes the contractor shall furnish third party inspection certificates internationally recognized inspection agencies at no extra cost to the KWA. Any disputes between the contract 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 the cost of all materials and inspection as specified herein. Assistant Executive Engineer/ Executive Engineers/ Superintending Engineers having minimum five-year service before retirement shall only be deputed for pre-delivery inspection conducted in the manufacturing unit.
2. The pipes to be supplied under this contract shall be manufactured as per relevant I.S. as amended from time to time and shall bear ISI certification mark.
3. The quality of all pipes shall be verified and confirmed by the field officer not below the rank of Asst. Executive Engineer.
4. The specials to be supplied shall be of the same class as the pipes and shall bear ISI marks, wherever I.S. specifications are available.
5. The rate quoted for pipes and all materials shall also include all taxes and transportation charge to the site

6. The monetary benefit due to any reduction declared by Govt. of India/State in the statutory duties and levies after the tender submission should be passed on to Kerala Water Authority. For effecting this the detailed break up of their purchase list showing clearly the basic price excise duty (in %). Sales tax, transportation etc. shall invariably be noted. In cases where these are not mentioned any reduction shall be assessed by Kerala Water Authority with the present market rate of the material.
7. **A copy of memorandum of understanding (MoU) signed between the supplier of the pipe and the tenderer should be attached with the tender.**
8. The contractor shall guarantee satisfactory performance of the pipeline for a period of **12 months** after completion and commissioning of the work. Stabilization of the pipe line shall be done after completion of work and commissioning of the pipe line shall be at full design pressure. During the guarantee period any repairs 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 the Kerala Water Authority at the risk and cost of the Contractor. **Delay in attending rectification will be added to the guarantee period in addition to 12 Months as per the report of the field officers. Revenue loss due to leakage of water will also be accounted from security deposit balance.** Spare pipes if any shall be kept at KWA store on completion of work for maintenance arising after the guarantee period. **Any work during guarantee period is the risk and responsibility of contractor regarding cost of materials and labour and permissions and Cost of Road Restoration charges with permission from the concerned authority shall be at the cost of contractor.**
9. The contractor shall be bound to carry out works in excess of the quantities specified if required during actual execution on the same terms and conditions as per prevailing rules in KWA.
10. Hydraulic testing – The usual hydraulic test shall be conducted after laying of pipes in trenches, in convenient length as specified in the relevant I.S. to ascertain leak proof joints and also as per the direction of departmental officers.
11. The manufacturer's name and the make of the pipes quoted should be mentioned.
12. Valve chambers as required shall be identified and got approved before execution.
13. Normally extension for time of completion will not be granted, but in unavoidable situation extension of time for completion will be granted but as per the prevailing rules & regulations in KWA.

5.3.5. ROAD RESTORATION

All demolishing/dismantling works on PWD/NH/LSGD etc. roads shall be properly rectified by the contractor as per technically sanctioned estimate of PWD/NH/LSGD/KWA etc.as included in the BoQ with reference to the Govt. order vide G.O.(Ms) No. 444/2018/Fin dated Thiruvananthapuram 26.11.2018. All necessary sanction for laying pipes along road will be obtained by Kerala Water Authority.

The road restoration is a separate appendix in this work. It will be the responsibility of the contractor to engage licensed contractor(s) competent to carry out the road restoration. If the contractor himself is not competent, an MoU with licensed contractor(s) competent to carry out the road restoration shall be enclosed with the tender documents.

The pipe laying work has to be carried out with minimum damages to the road and concrete berm surfaces and the road/berm damaged shall be restored by the contractor as per the BoQ to the satisfaction of the concerned authorities such as PWD/NH/LSGD etc. as the case may be. Such road restoration works will be supervised by the concerned authorities and the bill for such appendices will be passed by them. The work has to be completed in a time bound manner.

Proper compaction shall be ensured in backfilling the trenches, and quarry muck may be used whichever is necessary for proper compaction for immediate restoration of PWD roads. Works shall be carried out with minimum hindrance to the traffic. The tenderer shall examine the route, alignment of the pipeline, number of crossings, soil classification and shall anticipate all incidental works that may not explicitly stated in this NIT.

5.4. Storage of Materials

The conveyance, unloading and stacking of materials procured for the project will be the responsibility of the contractor. Authority takes no responsibility for providing material stock yard. Contractor will not be allowed to stack the materials on road side in such a way to causes hindrance to normal traffic. The balance materials with space after completion of the works shall be shifted to a safe location or departmental store and stacked properly as directed by the Executive Engineer.

5.5. Trenching (if applicable)

The soil type along the proposed alignment varies from "All kinds of soil to ordinary rock". The trenching shall be done so as to provide a minimum cover of 1.0 m above the pipe crown and care should be taken to avoid sudden change in gradient and alignment. Vertical bends shall not be provided as far as possible. The minimum width of the trench shall be 200 mm on either side more than the outer diameter of pipe. Socket pits shall be taken at every joint before the laying of pipes to enable the body (shell) of the pipe rest directly on the levelled compacted bed in the trench. Wherever the trenching in clay or slushy soil is encountered, sand bedding (150 mm) shall be

provided for the pipe and the trenching shall have minimum 100 mm extra depth for such portions. Any usable materials or valuables retrieved during excavation shall be the property of Kerala Water Authority and the same shall store separately under intimation to the Engineer in charge.

Only select fill material free of stones and sharp aggregates shall be used to refill the pipe trench to a height of 30 cm to the top of the pipe line. All the back filling shall be watered and compacted using mechanical compactors in layers to avoid any further settlement of refilled portion. Any excess soil after refilling of the trench shall have to be removed by the contractor and disposed of from site within a distance of 10 km as directed by the Engineer in charge.

The charges to be paid to PWD or any such authority against restoration of road surface to be cut for this work shall be paid by the authority. However, the tenderer shall take care to minimize the damages to tar surface while trenching for pipe laying or construction of valve chambers/anchor blocks etc. Contractors shall use asphalt cutters for minimizing such damages to tar surface. Proper compaction shall be ensured in backfilling the trenches, and quarry muck may be used whichever is necessary for proper compaction, for immediate restoration of PWD roads. Municipality / Panchayaths roads if any damaged for this work shall be properly rectified by concreting with specified grade of concrete.

Fencing along the alignment wherever required to prevent accidents and shoring on the sides of excavation to prevent damages to nearby structures is to be carried out and the same is included in the work. Caution boards should be placed while trenching is progressing and labour shall be engaged to control/divert the traffic if necessary. In major roads if there is a possibility of trafficdiversions/restrictions, it may be informed well in advance to the engineer in charge to inform the traffic police for necessary approval. This type of work should be planned and done with prior approval of competent authority with signboards and lighting etc. and completed strictly as per schedule.

5.6. Laying of Pipes

Pipes shall be laid in straight line in trenches so that the body directly rests on the soil bed. Handling of pipes to lay in trenches or duct any support structure must be done carefully and proper equipment should be used for the purpose. Any deviation from straight line shall be done using standard bends. In case where standard bends are not available for a particular shape of bend, specials suitable for 150 diameter pipes shall fabricated with M.S. sheets of thickness not less than 12 mm may be used with prior approval of the Engineer in charge.

Replacing the existing 160 mm diameter PVC pipe with 150mm DI K9 pipe by Supplying, Laying, Interconnecting, Testing and Commissioning 150mm DI K9 pipes, including cost, conveyance, labour charges and cost of all specials.

These pipe lines are to be replaced as follows

- Replacing the existing 160 mm diameter PVC pipe with 150 mm DI K9 pipes ,specials etc supplied for this work, through the trench taken on BMBC/Tar road/berm and interconnecting one end with

existing 160 mm pvc pipe and other end with 250 mm CI pipe, including cost of materials and labour for all excavation, dismantling and laying of pipes, fencing, cutting, flanged jointing, interconnection etc complete. Provision is given for crossing the live lines and no extra claim will be entertained for this.

- The laying of pipe should be made as far as possible on extreme side of the road so that minimum cutting of bitumen road/berm will be carried out. The excavation should be done by engaging man mazdoor as far as possible to make minimum damage to the road. Asphalt cutters shall be used for minimising the damages to road/berm surfaces. In case machine is used for excavation all the precaution should be taken so that no damage will be done to other parts of the road or telecommunication cables already laid through the road. All road crossings shall be done after informing the engineer in charge of the site well in advance. The amount claimed by the concerned department/local body etc. for the damage occurring to structures, cables coming in the alignment shall be recovered from the contractor's bill.
- (A) If there is existing live pipe lines in the roads through which pipe are to be laid, extra care should be taken to avoid damage to this line during excavation. If any leakage or breakage occurring on the distribution it should be repaired within 24 hours at contractor's own cost. If the repair work is not done the rectification will be carried out departmentally and the actual cost incurred for the repair will be recovered from the contractors claim.
- (B) As far as possible the 90° bend shall be avoided and standard bends of 45° or less shall be used to minimize water thrust and blockage in bends. The road/ canal/ culvert crossings shall be carried out without affecting the smooth flow of water in pipe line.
- (C) Control valves are to be fixed on line as per specification. The scour valves shall be located at suitable places having easy disposal of water into the nearest natural water course or drainage. Standard scour tee, D/F valve of appropriate size and scour line with suitable tail piece shall be provided ensuring smooth disposal of water.

5.7. Jointing

The method of jointing and the materials for jointing shall be got approved by the Engineer in charge before the actual execution at site. All the required specials for the completion of the work should be supplied by the contractor.

5.8. Anchor Blocks

Sufficient number of anchor blocks of appropriate size (designed) shall be provided at all the bends in the pipeline as per the standards & specifications of Kerala Water Authority / CPHEEO. All thrust / anchor blocks shall be constructed in **RCC 1:2:4** and the designs shall be got approved by the Superintending Engineer before the actual construction. Clamps wherever necessary are to be

provided. The clamps shall be in MS flats of minimum 8mm thickness & 50mm width and painted with epoxy paints.

5.9. Road Crossings and Bends

All road crossings shall have to be planned in advance and carried out with the concurrence of the Engineer in charge. As far as possible 90° bends should be avoided at the road crossings and road bends etc.

5.10. Bridge/Culvert Crossings

The crossings may be done using DI/GI/MS pipes as decided by the Engineer in charge.

Crossing of pipeline over the culverts/bridges may be done either by taking up the pipe line at the road level, crossing the culvert and then going down or by scooping through the bottom of the culvert. Culvert crossings may also be done by laying the pipeline outside the culvert structure by providing supports without obstructing the vent way.

5.11 Fabrication and Welding

Any fabrication work for bends & specials shall be got approved by the Engineer in charge before actual fabrication. The schedule of such shop/site fabrication shall be intimated to the Engineer in charge in advance to enable him to inspect the fabrication and welding work. The contractor shall submit a welding procedure to the Engineer along with the data regarding certification, experience and other relevant details of the welders and got approved by the Engineer, before the commencement of any welding work for steel structures/specials. The corrosion protection planned for the fabricated components shall also be reported to the Engineer in charge and got approved. The location of the welding shop should be within the area of work and shall be easily accessible for the inspecting officers.

5.12. Testing of Pipe Line

The pipe line shall be tested in reaches of length about 200 m. Work shall not be proceeded leaving more than 2 reaches of pipe line untested. The joints of all pipes/specials shall be kept open until the testing is completed satisfactorily. The water required for testing of pipe line, the dummy pipes and test pumps etc. shall be arranged by the contractors at their cost.

5.13. Interconnections with existing pipe line

The newly laid 150 mm DI pipe shall be inter-connected at both ends with existing pipelines using suitable specials (supplied by the contractor) as directed by the departmental officers.

5.14. Safety at Site

Tenderer alone shall be responsible for any damage to men and materials that may occur at site due to lapses in safety measures. Tenderer shall provide necessary caution boards and fencing as per the directions/ specifications of KWA for the trenches during the progress of work. Minimum 3 Nos. caution boards shall be placed in the approaching side & 2 nos. at the leaving side at the required distance as per the relevant safety codes. They shall also provide sufficient

shoring to the sides of trenches to prevent collapse of the sides of the trenches and consequent damages to men and materials whenever the depth of trench exceeds 1.50 m or while excavating near other civil structures. During night hours, contractors shall provide sufficient lighting and watching at the site. Failure to adhere to these clauses shall attract fine and penalties by way of deductions from the payments to contractors at an amount worked out at department rates.

5.15. As-laid Map

As-laid map (five copies) showing all the appurtenances installed with chainage and reference structures shall be prepared and submitted for satisfactory completion of the contract. The as laid map shall be prepared in appropriate scale and submitted. The as laid map shall indicate locations of culverts, important buildings nearby, all valve chambers etc. with typical cross sections of valve chambers, specifications and particulars of valves and specials and all such details regarding the completed work.

5.16. Vendors List

Two copies of complete list of Vendors / manufactures from whom the valves, specials, spares etc. can be procured with the product specification brochures / product identification number etc. shall be submitted by the contractor along with tender.

6. LETTER SUBMITTING THE TENDER

Ref. No.

Place:

Date:

From

To

**The Superintending Engineer
P.H. Circle
Kerala Water Authority
Kottayam.**

Sir,

Sub: KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE

Ref: Your tender Notification No.

1. I / We..... on behalf of
.....as the duly authorized person (s) in my/our official capacity as..... of the aforesaid firm, hereby submit this tender for your consideration. I / we have read and understood all conditions of this document in full spirit and meaning. I/We hereby agree to accept all the conditions put forth in the succeeding pages of this document without any deviations or with the exceptions, which may be expressly admitted and accepted by the tender accepting authority before the award of work. Preliminary agreement duly executed and signed in Rs.200/- worth stamp paper is also enclosed. Copy of the specifications duly signed is also enclosed.
2. Tender fee and EMD is paid on e-payment
3. I/We further agree to complete the whole work in all respects within **04 months** from the date of award of work.
4. I/We agree to keep the tender open for acceptance for a period of 120 days from the last date prescribed for submission of tender.
5. I/We agree that Authority shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely if
 - (a) In case we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender.
 - (b) After the Tender is accepted, I/We fail to execute the agreement as provided in the tender conditions or to commence the execution of work as provided in the tender condition.

Tenderer

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Superintending Engineer

6. The tender submitted is fully in accordance with NIT and I / We agree to all NIT conditions and any other conditions prevailing in KWA in too.
7. I have not included any conditions in quoting for this tender.

Yours faithfully

(Office Seal)

SIGNATURE WITH NAME AND DESIGNATION

7. FORM OF AGREEMENT

"Preliminary Agreement entered in to on this.....day of

..... (month and year) between the

Superintending Engineer, P. H. Circle, Kottayam for and on behalf of KERALA WATER AUTHORITY (hereinafter called for the Authority) of the one part and Sri/Smt.....

..... (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 KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE.

"whereas the Authority invited tenders for the work as stated above KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE here enter the name of the work) by Notification No.....Datedin the..... AND WHEREAS the notice inviting tenders stated as follows:

Within fifteen days after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient for security for the proper fulfilment of the same and shall execute an agreement for the work in the stipulated manner. If he fails to do this or in the case of the contract, to maintain a specified rate of progress (*to be specified in each case in the tender schedule*) the earnest money and security deposit shall be forfeited to KWA and fresh tenders shall be called for or the matter otherwise disposed-off. If as a result of such measures, due to the default of the tenderer to pay the required deposit to KWA results in any loss to KWA the same will be recovered from him as arrears of revenue. The original contractor shall have no claim whatever to the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the KWA may decide.

NOW THESE 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 from, to which the contractor has agreed, a copy of which forms part of this agreement it is agreed that the terms and conditions stipulated therein shall bind the part to this agreement extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which accept the express provisions herein shall supersede those of the said tender form.

The contractor hereby agrees and undertakes to perform fulfil all the operations and obligations connected with the execution of the said contract work namely KIIFB-UWSS TO KOTTAYAM- REPLACING OLD AND DAMAGED 160MM PVC CONVEYANCE MAIN FROM OHSR AT KWA OFFICE COMPOUND TO OHSR AT THALIKOTTA USING 150 MM DI K9 PIPE"(here the name of the work) if awarded in favour of the contractor).

Tenderer

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Superintending Engineer

2. If the Contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in the notice inviting tenders as quoted above within the period stipulated therein the Authority may re-arrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the Authority can be realized from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed taking into consideration the prevailing PWD rates and after giving due notice to the contractor. The decisions taken by such Authority, officer or officers shall be final and conclusive and shall be binding on the contractor.
3. The contractor further agrees that any amount found due to the Authority under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties, movable and immovable, as arrears of Land Revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the Authority may deem fit in this regard.
4. The contractor further assures it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability budget provision and allotment of funds to the divisional officer in charge of the work under respective heads of account in which the work is sanctioned and arranged and also subject to seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.

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

In the presence of witness:

- 1.
- 2.

Signed and delivered by Sri.....

 the contractor.

In the presence of witness:

- 1.
- 2.

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

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

AGREEMENT entered into..... day of the.....Two Thousand
and.....

between..... of the one part and
the.....Engineer, Kerala Water
Authority..... Region/Circle for and on behalf of Kerala
Water Authority of the other part for the work
of.....

.....
.....by the former for the use
of the Kerala Water Authority as per accompanying, plan, specification and
conditions of contract approved by the..... Engineer Kerala Water
Authority,.. ..., Region/Circle,
Signed and delivered by the above mentioned.

Sri... .. the contractor

In presence

- 1.
- 2.

Signed and delivered by the, Engineer, Kerala Water
Authority, Region / Circle and on behalf of the Kerala Water
Authority.

SUPERINTENDING ENGINEER

In the presence of witness

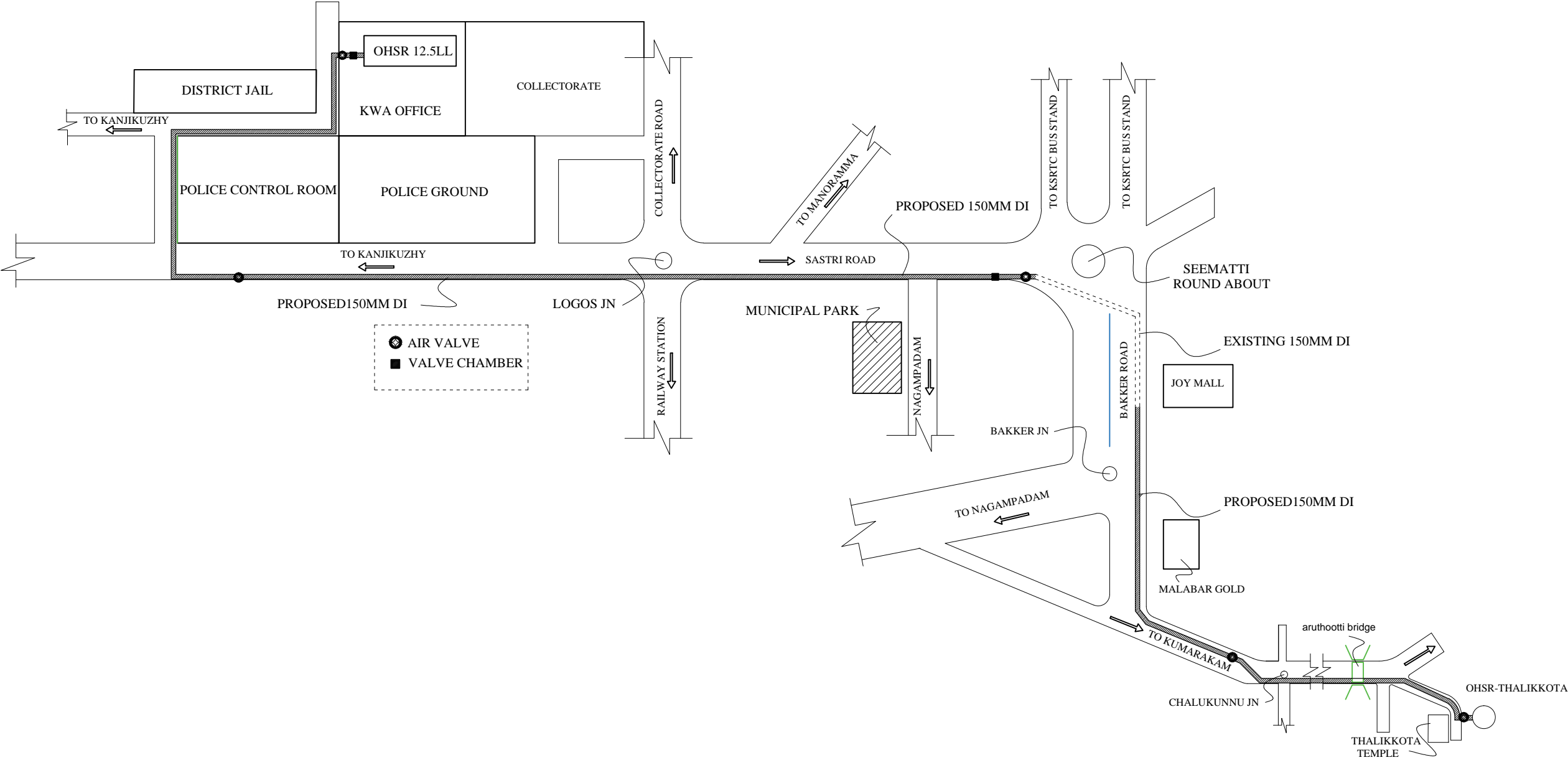
- 1.
- 2.

Tenderer

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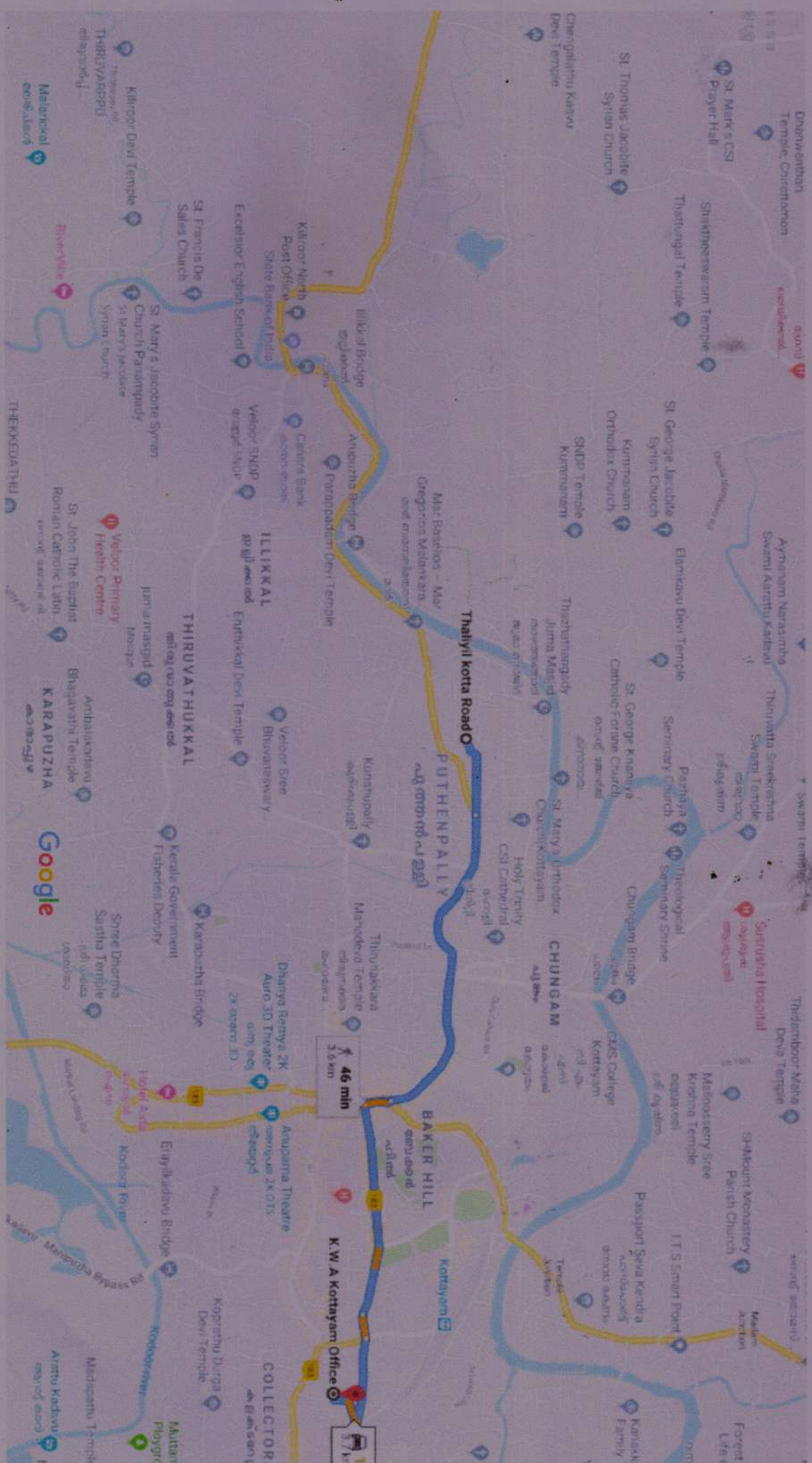
Superintending Engineer

KIIFB UWSS TO KOTTAYAM -150 mm DI GRAVITY MAIN FROM OHSR @ KWA CAMPUS KOTTAYAM TO THALIKKOTTA OHSR



Google Maps

Thaliyil kotta Road, Kummanam, Kerala to K.W.A Kottayam Office



Map data ©



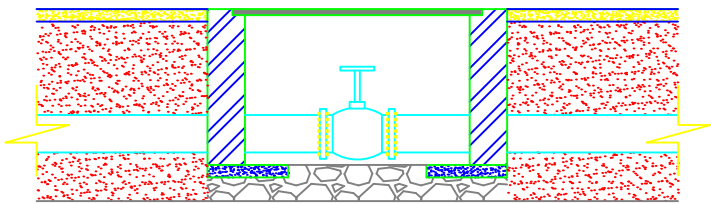
via Kottayam - Kumarakom Rd and NH183

11 min

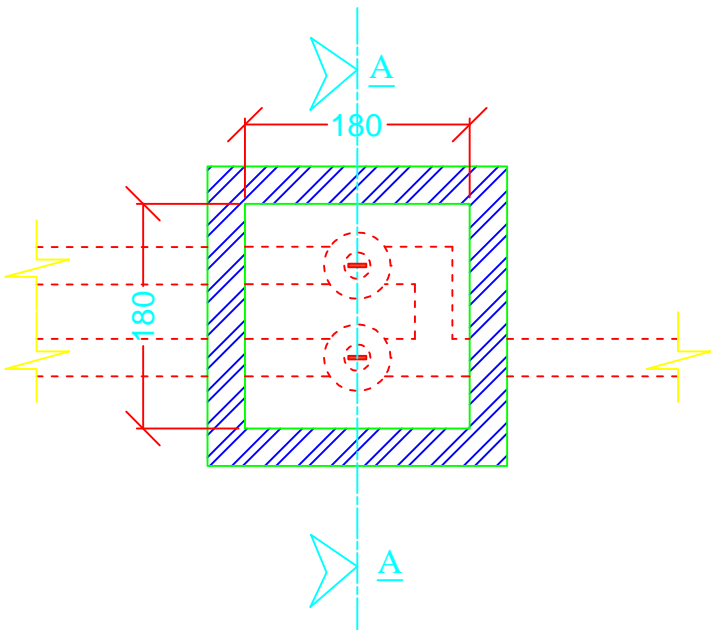
3.7 km

<https://www.google.com/maps/dir/Thaliyil+kotta+Road,+Kummanam,+Kerala/K.W.A+Kottayam+Office,+Collectorate,+Kottayam,+Kerala+686002/@9.5933455,76.5123689,152z/data=!4m13!4m12!1m5!1m11!1s0x3b062b036634057>

VALVE CHAMBER AT SASTRI ROAD

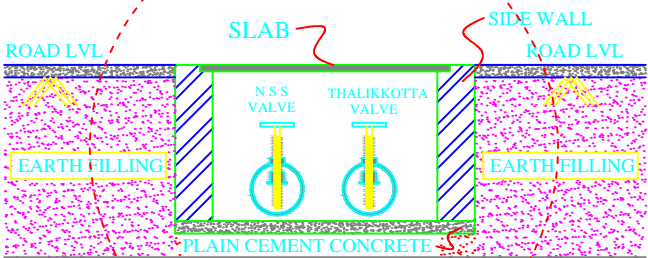


ELEVATION



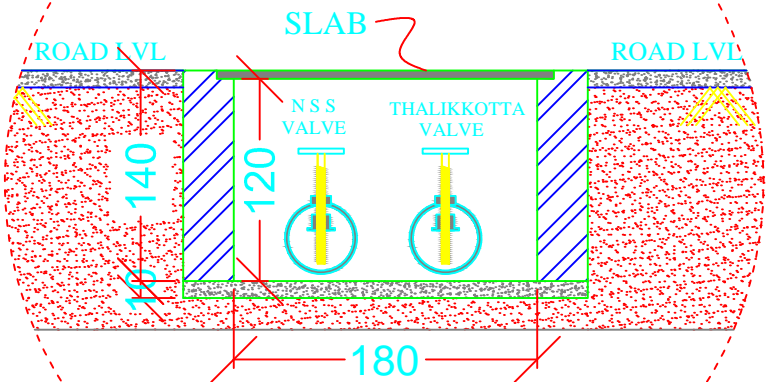
PLAN

DETAIL : A



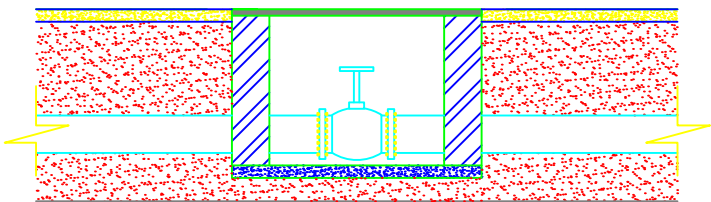
SECTION : A A

DETAIL : A

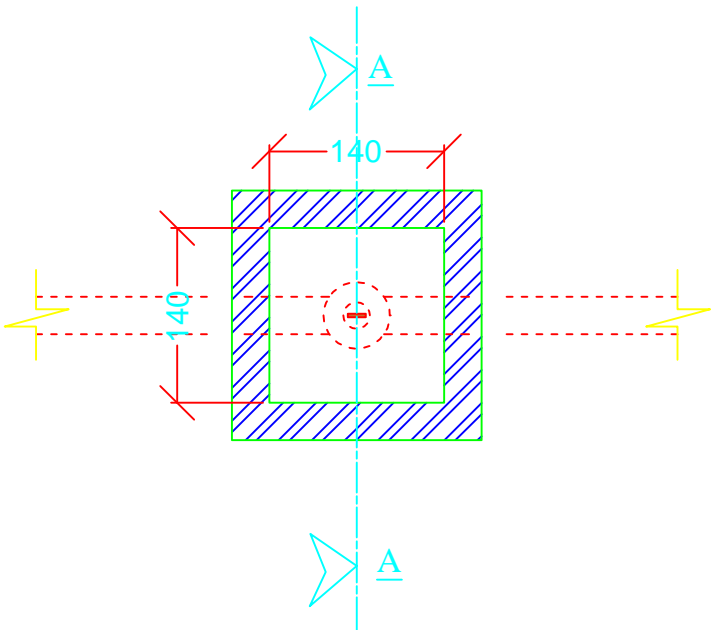


SECTION : A A

VALVE CHAMBER AT KWA CAMPUS

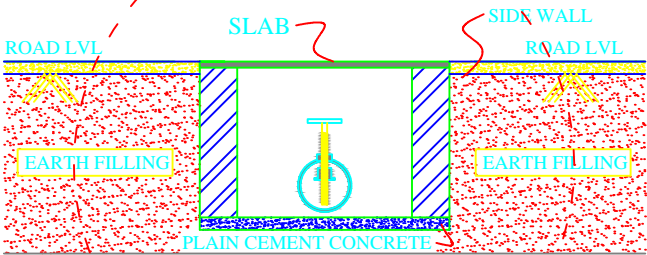


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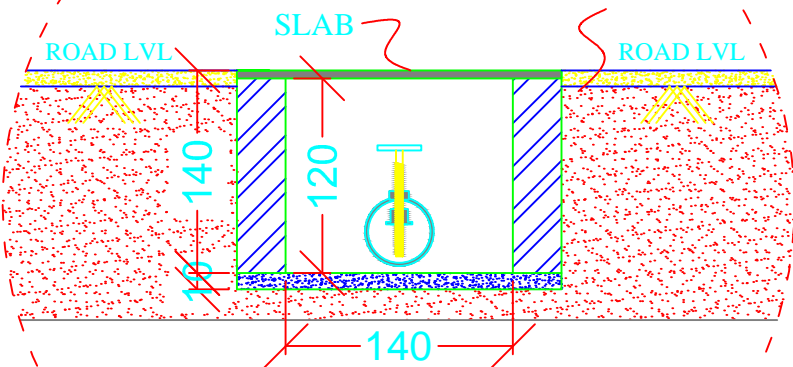
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DETAIL : B



SECTION : A A

DETAIL : B



SECTION : A A



GOVERNMENT OF KERALA

Abstract

Finance Department – Revision of tender fee , Earnest Money Deposit, Performance Guarantee etc – modified orders issued

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT

G.O.(P) No. 429/15/Fin

Dated, Thiruvananthapuram, 28.09.2015

Read:- 1. G.O(P) No.3/2015/Fin dated 5.1.2015

2. G.O(P) No.295/15/Fin dated 15.7.2015

ORDER

Government issued orders revising/clarifying the rates of tender fee, Earnest Money Deposit, Performance Security Deposit etc vide orders read above. It has now come to the notice of Government that certain points mentioned in the above Government Orders require further clarity to avoid ambiguity while execution of public works. Government are therefore pleased to issue the following modifications on the orders issued in Government Orders read above.

1.Tender fee :-

In order to enhance competition in execution of public works, the cost of tender fee has been rationalized as follows.

Cost of Work	Tender fee
i) Upto Rs. 50,000	i) Rs.300
ii) Above Rs.50,000 - upto Rs.10 Lakh	ii) 0.2% of cost of work (subject to a minimum of Rs.500 and maximum of Rs.2000)
iii) Above Rs.10 Lakh - upto Rs.1 crore	iii) Rs.2500

2500/-

iv) Above Rs.1 crore-up to Rs.2 Crore	iv) Rs.5000
v) Above Rs.2 crore – up to Rs.5 crore	iv) Rs.7500
vi) Above Rs.5 crore -up to Rs.10 crore	v) Rs.10,000
vii) Above Rs.10 crore	vi) Rs.15000

2. Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) is collected to ensure serious participation in the bidding process and this amount will be returned soon after finalising the lowest bidder. Taking into consideration of the fact that fixing higher amount will reduce competition the rates of EMD has been revised as follows.

Cost of Work	Amount of EMD
i) up to Rs.2 crore	i) 2.5% of the project cost, subject to a maximum of Rs 50,000
ii) Above Rs 2 Crore up to Rs 5 Crore	ii) Rs.1 lakh
iii) Above Rs.5 Crore up to Rs.10 Crore	iii) Rs.2 lakh
iv) Above Rs.10 Crore	iv) Rs.5 lakh

3. Government have gone through the CPWD system where Performance Guarantee and Security Deposits are collected in different modes and at different time intervals. The definitions adopted in old and revised PWD manual are also creating some confusions in the following terminologies. Government therefore clarify the position as follows.

i) Performance Guarantee :

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 this 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.

ii) Additional Performance Guarantee

Additional Performance Guarantee is the additional amount to be deposited for unbalanced price ie , for works quoted below estimate rate. The collection of additional deposits is a disincentive to the bidder who offers to execute a work below estimated rate and this will induce the contractor to quote a rate equal to or higher than estimated rate. Government therefore decided to do away with additional performance guarantee for all works quoted below upto 10% of the estimate rate. Additional performance guarantee will be required if works quoted between 11% to 25% below estimate rate .

iii)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 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 deposit.

4. These instructions will be applicable to all engineering Departments and supercedes the Government orders read above .

wn).
5. The revised rates will be applicable to all tenders floated after the date of issue of this order. However cases already settled will not be reopened.

By Order of the Governor
DR.K.M.ABRAHAM

Additional Chief Secretary (Finance)

To

The Accountant General (A&E) Kerala, Thiruvananthapuram
The Accountant General (G&SSA) Kerala, Thiruvananthapuram
The Accountant General (E&RSA) Kerala, Thiruvananthapuram
All Heads of Departments and Offices
All Departments of Secretariat
All Private Secretaries to Ministers
Private Secretary to Chief Minister
Private Secretary to the Leader of Opposition
All Secretaries to Government
The Secretary, Kerala Public Service Commission,
Thiruvananthapuram (with C/L)
The Registrar, University of Kerala/Cochin/Kozhikode/Kottayam
(with C/L)
The Registrar, High Court of Kerala
The Secretary, Kerala Human Rights Commission,
Thiruvananthapuram
The Managing Director, Kerala State Transport Corporation,
Thiruvananthapuram (with C/L)
The Secretary, Kerala State Electricity Board,
Thiruvananthapuram (with C/L)
The Secretary to Governor
The Nodal Officer, www.finance.kerala.gov.in
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Section Officer

Very Urgent
By Spl. Messenger



GOVERNMENT OF KERALA

Abstract

Finance Department- Additional Performance Guarantee- further clarification- Orders issued

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT
G.O.(P)No.19/2016/Fin Dated, Thiruvananthapuram, 03/02/2016

Read:- G.O.(P) No. 429/15/Fin dated 28.9.2015

ORDER

Government vide order read above ordered among other things that no additional performance guarantee shall be collected for works quoted below upto 10% of the estimate rate to enhance competition . However additional performance guarantee will be insisted if the amount quoted is between 11% to 25% below estimate rate and no tender shall be accepted below this limit to ensure reasonable quality of works.

2. Now doubts have arisen as to whether additional performance guarantee need be collected in case of works having quoted rates between 10% and 11% below estimate rates. The clarifications were also sought as to whether exemption allowed upto 10% below estimate rate need be applied to rates quoted between 10% and 25%. Accordingly the position is clarified as follows.

“ Additional performance guarantee will be required in all cases where quoted rate falls below 10% of the estimate cost 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"

3. Government order read above stands modified to the above extend.

4. This clarification will take effect from the date of order and cases settled otherwise will not be reopened.

(By Order of the Governor)

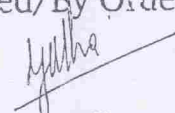
AJAYAKUMAR. A.R.

Additional Secretary (Finance).

To

The Accountant General (A&E) Kerala, Thiruvananthapuram
 The Accountant General (G&SSA) Kerala, Thiruvananthapuram
 The Accountant General (E&RSA) Kerala, Thiruvananthapuram
 All Heads of Departments/Offices
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 The Registrar, High Court of Kerala
 The Secretary, Kerala Human Rights Commission,
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 The Managing Director, Kerala State Transport Corporation,
 Thiruvananthapuram
 The Secretary, Kerala State Electricity Board,
 Thiruvananthapuram
 The Secretary to Governor
 All Secreteraiat Departments.
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GOVERNMENT OF KERALA

Abstract

Finance Department-Award of work when contractor quotes rates less than 75% of the Estimated value of work-clarification-Orders issued.

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT
G.O.(P)No.124/2016/Fin Dated, Thiruvananthapuram, 29/08/2016

Read:- 1. G.O.(P) No. 13/2012/PWD dated 1.02.2012

ORDER

The clause 2009.4 of PWD Manual 2012 envisages that the tender/quotation with quoted PAC less than 75% of the estimated PAC shall not be accepted, since awarding of such works may lead to failure of contract or poor quality of work executed by the contractor and wastage of public money.

2. At present, estimates are prepared using PRICE Software in DSR 2014. It has been observed that many bids are now received at 25% below or even less than the estimated PAC owing to reduction in cost of bitumen, steel or due to any site specific advantage etc. and transparent competition due to e-tendering. Government therefore consider that the existing clause in PWD Manual need a revisit.

3.The Government after having examined this case in detail, are pleased to issue the following guidelines for processing quotes below 25% of estimated PAC, in partial modifications of Clause 2009.4 of Revised PWD Manual.

- 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. Assessment shall be made by Department also, as to whether the particular work has any rate advantage as compared to the rate as given in Price Software Viz. reduction in cost bitumen, steel etc.
- iv. 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.
- v. The above guidelines will come into force with immediate effect.

(By Order of the Governor)

Dr. K.M.ABRAHAM

Additional Chief Secretary (Finance).

To

The Accountant General (A&E) Kerala, Thiruvananthapuram
The Accountant General (G&SSA) Kerala, Thiruvananthapuram
The Accountant General (E&RSA) Kerala, Thiruvananthapuram
All Heads of Departments/Offices
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The Secretary, Kerala Public Service Commission,
Thiruvananthapuram
The Registrar, University of Kerala/Cochin/Kozhikode/Kottayam
The Registrar, High Court of Kerala
The Secretary, Kerala Human Rights Commission,
Thiruvananthapuram



GOVERNMENT OF KERALA

Abstract

Finance Department – Acceptance of Guarantee issued from Kerala Financial Corporation for the execution of public works – Orders issued

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT

G.O.(P)No.168/2018/Fin.

Dated, Thiruvananthapuram, 02.11.2018

Read :- 1) G.O.(P) No. 429/2015/Fin dated 28.09.2015
2) U.O.(f) No. PWD-H3/154/2018-PWD
3) Letter No. KFC/Credit/687/2018 dated 11.07.2018 from the
Chairman and Managing Director, Kerala Financial Corporation.
4) Letter No. FR2-125/2018 dated 19.09.2018 from the Chief Engineer,
PWD (Roads & Bridges).

ORDER

Government issued orders revising / clarifying the rate of tender fee, Earnest Money Deposit, Performance Security Deposit vide Order read 1st above. Now, vide letter read 3rd paper above, the Chairman and Managing Director, Kerala Financial Corporation has requested to include Kerala Financial Corporation in the list of institutions from which performance guarantee for the works can be accepted. The Chief Engineer, PWD (Roads & Bridges) vide letter read as 4th paper above has reported that Public Works Department has no objection in permitting Kerala Financial Corporation to offer performance guarantee for public works, provided they are authorized to do so.

Government have examined the matter in detail and are pleased to modify Para 3(i) of the Government Order read as 1st paper as follows:-

“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 this deposit shall be collected in the form of Treasury Fixed Deposit and rest in the form of Guarantee issued from Nationalized / Scheduled Bank / Kerala Financial Corporation or any other forms prescribed in the revised PWD Manual”.

Para 3(i) of the Government Order read above modified to the above extent.

**By Order of the Governor,
SANJEEV KAUSHIK
Principal Secretary (Finance-Resources)**

To

The Principal Accountant General (A&E) Kerala, Thiruvananthapuram
The Principal Accountant General (G&SSA) Kerala, Thiruvananthapuram
The Accountant General (E&RSA) Kerala, Thiruvananthapuram
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The Registrar, High Court of Kerala
The Secretary, Kerala Human Rights Commission, Thiruvananthapuram
The Election Commissioner, State Election Commission, Thiruvananthapuram
The Registrar, University of Kerala/Cochin/Kozhikode/Kottayam
The Nodal Officer, www.finance.kerala.gov.in
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Section Officer



GOVERNMENT OF KERALA

Abstract

Finance Department – Additional Performance Guarantee – Mode of remittance – Orders issued

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT

G.O.(P)No.1/2019/Fin.

Dated, Thiruvananthapuram, 10.01.2019

- Read :-
- 1) G.O.(P) No. 429/2015/Fin dated 28.09.2015
 - 2) G.O.(P) No. 19/2016/Fin dated 03.02.2016
 - 3) G.O.(P) No. 124/2016/Fin dated 29.08.2016
 - 4) G.O.(P) No. 168/2018/Fin dated 02.11.2018
 - 5) Letter No. KWA/JB/WS2/11878/AMRUT/18/TD dated 23.11.2018 from the Managing Director, Kerala Water Authority.

O R D E R

As per the Government Order read as 2nd above, if the quoted amount of lowest bidder (L1) is X% below estimated PAC (where X lies above 10% and up to 25%), the Additional Performance Guarantee amount shall be (X - 10)% of estimated PAC. Also, as per the Government Order read as 3rd above, Government have lifted the restrictions in Kerala PWD Manual 2012 on awarding of contract for public works at quoted amounts less than 75% of estimated PAC. Later, as per the Government Order read as 4th above, it was clarified that 50% Performance Guarantee shall be collected in the form of Treasury Fixed Deposit and 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.

As per the letter read as 5th above, the Managing Director, Kerala Water Authority has sought clarifications on mode of payment of Additional Performance Guarantee since the same is not seen mentioned in the above Government Orders.

Government have examined the matter in detail and are pleased to issue the following clarifications to all Government Departments and PSUs on Additional Performance Guarantee:-

- i. If the quoted amount of lowest bidder (L1) is X% below estimated PAC, the Additional Performance Guarantee amount shall be (X - 10)% of estimated PAC.
- ii. 50% of Additional Performance Guarantee shall be in the form of Treasury Fixed Deposit and 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.
- iii. 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.

By Order of the Governor,
SANJEEV KAUSHIK
Principal Secretary (Finance-Resources)

To

The Principal Accountant General (A&E) Kerala, Thiruvananthapuram
The Principal Accountant General (G&SSA) Kerala, Thiruvananthapuram
The Accountant General (E&RSA) Kerala, Thiruvananthapuram
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The Registrar, High Court of Kerala
The Secretary, Kerala Human Rights Commission, Thiruvananthapuram
The Election Commissioner, State Election Commission, Thiruvananthapuram
The Registrar, University of Kerala/Cochin/Kozhikode/Kottayam
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Section Officer



GOVERNMENT OF KERALA

FINANCE (INDUSTRIES & PUBLIC WORKS-B) DEPARTMENT

C I R C U L A R

No.18/2019/Fin.

Dated, Thiruvananthapuram, 01.03.2019

Sub:- Procurement of Goods or Services or both or works by Government Departments, Public Sector Undertakings / Autonomous bodies or any agency of Government of Kerala in the context of GST – Clarification issued

Ref:- 1) Government Circular No. 90/2017/Fin dated 14.12.2017.
2) Minutes of the meeting held by the Additional Chief Secretary (Finance) on 06.02.2019.

The Goods and Services Tax (GST) has come into effect in the State with effect from 1st July 2017. As per the Government Circular referred above, certain guidelines were issued regarding the applicability of GST on procurement of Goods, services and Public works arranged by various Government Departments and PSUs. Now, it has come to the notice of Government that certain points in the Circular require further elucidation to avoid ambiguity since the existing DSR and Cost Indices are inclusive of all taxes including VAT / GST and new SoR without tax component is yet to be published by CPWD.

In the meeting held on 06.02.2019, it was observed that the base estimate shall be prepared based on rates devoid of GST. The GST shall

be added to the above base value. Also, TDS should be deducted on the base value.

The Government after having examined the matter in detail, decided to issue following revised guidelines on GST for procurement of Goods and arrangement of services and public works by various Kerala Government Agencies, with immediate effect:-

1. In case of Public Works, for which estimates are prepared based on DSR (Delhi Schedule of Rates), the latest Cost of Indices published by PWD from time to time excluding the VAT / GST component is to be used for arriving estimate rates and it should be without GST Component(s) on the input/input services.
2. In the case of Non-DSR items also, the rate(s) taken for the input/input services should be exclusive of VAT/ GST Component.
3. The Public Works Department shall derive the applicable Cost Indices for various locations excluding the VAT/GST Component and upload in the PRICE software, in time.
4. All bidders for public works, goods and services should have valid GST Registration.
5. The rates quoted by the bidders shall include all taxes and duties Construction Workers Welfare Fund Contribution etc, except the GST.
6. While finalizing the procurement of Goods, Services or both or Public Works, the total amount of the estimates should be arrived exclusive of Goods and Service Tax (GST).
7. For the purpose of determining the lowest bidder (L1), the rates quoted by the bidders exclusive of GST amount should be taken into consideration.

8. For the purpose of issuing Administrative Sanction, the total amount for approval should indicate the estimate amount and GST applicable amounts separately.
9. When the bills for any goods, services or both or Public Works procured are processed, the payment has to be made to the contractor for the total value of the works at contract rates **PLUS** the applicable GST rate.
10. In case of change in the GST rate between the date of invoice and date of supply OR last date of submission of tender (in case of works), and the date of release of payment for works done, the prevailing GST Rate will be reckoned as per the GST laws of the Central and State Governments for payment.
11. Any variations in the tax rate of GST (increase or decrease) shall be adjusted at the time of bill processing i.e., deduction in the case of decrease in GST Rate or addition in case of increase in GST Rate shall be made at the time of settlement of bills.
12. The TDS and other deductions would be on payments made or credited to the supplier excluding GST.
13. The amount deducted as tax under the provisions of GST Act shall be paid into the Government by the deductor within **TEN** days after the end of month in which such deduction is made in the prescribed manner.
14. The deductor shall furnish to the deductee a certificate mentioning therein Contract value, rate of deduction, amount deducted, amount paid into Government in the prescribed manner.

The Circular read above modified to the above extent.

MANOJ JOSHI IAS
Additional Chief Secretary (Finance)

To

The Principal Accountant General (A&E), Kerala, Thiruvananthapuram.

The Principal Accountant General (G&SSA) Kerala Thiruvananthapuram.

The Principal Accountant General (Audit) Kerala Thiruvananthapuram.

The Principal Accountant General (E&RSA) Kerala, Thiruvananthapuram.

All Heads of Departments and Offices

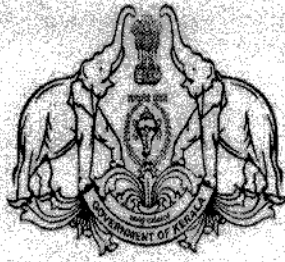
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Section Officer



GOVERNMENT OF KERALA

Abstract

Finance Department – Covid - 19 pandemic - Relaxing the requirements of performance Security /Security Deposit, Bid Security/Earnest Money Deposit and Additional Performance Guarantee for the execution of public works in the State - Orders issued

FINANCE (INDUSTRIES & PUBLIC WORKS - B) DEPARTMENT

G.O.(P) No.7/2021/Fin.

Dated, Thiruvananthapuram, 07.01.2021

- Read :-
- 1) G.O.(P) No.429/2015/Fin dated 28.09.2015
 - 2) G.O.(P) No. 01/2019 /Fin dated 10.01.2019
 - 3) G.O.(P) No.168/2019/Fin dated 07.12.2019
 - 4) OM No. F 18/4/2020 - PPD dated 13.05.2020
 - 5) OM No. F 9/4/2020 - PPD dated 12.11.2020
 - 6) Circular No.62/2020/Fin dated 27/10/2020

ORDER

As per the Government Order read as 1st paper above, It was ordered that, 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. Atleast 50% of this deposit shall be collected in the form of Treasury Fixed Deposit and rest in the form of Bank Guarantee or any other forms prescribed in the revised PWD Manual. As per this Government Order, Additional Performance Guarantee is the additional amount to be deposited for unbalanced price ie, for works quoted below estimate rate. Additional Performance Guarantee will be required if works quoted between 11% to 25% below estimate rate. Government Order read as 2nd paper above says that , if the quoted amount of the lowest bidder (L1) is x% below the estimated PAC, the Additional Performance Guarantee shall be (x-10)% of estimated PAC. Subsequent to this Order, clarifications were issued regarding calculation of Additional Performance Guarantee for percentage

rate contracts and item rate contracts vide the Government Order read as 3rd paper above.

2) On account of slow down in economy and acute financial crunch among the contractors due to COVID-19 pandemic, Government of India issued following guidelines vide Office Memoranda read as 4th and 5th papers above and State Governments were requested to consider issuing similar instructions in respect of procurement by the State Government, by State Government Public Undertakings, Local Bodies and all agencies controlled by them.

i) Reduction in Performance Security from existing 5-10% to 3% of the value of the contract.

ii) No provisions regarding Bid Security should be kept in the Bid Documents in future and only provisions for Bid Security Declaration should be kept in the Bid Documents.

iii) No provision should be kept in the Bid Documents regarding Additional Security Deposit/Bank Guarantee (BG) in case of Abnormally Low Bids.

3. As per the Circular read as 6th paper above, it was ordered that the Additional Performance Guarantee may be released in proportion of successful completion of items having low rates. Several contractors and Associations submitted representations requesting to extend the benefits covered by the relief measures announced by the Government of India to the State Government Contractors also.

4. Government have examined the matter in detail and are pleased to order as follows.

1) Performance Security / Security Deposit to be submitted at the time of executing the agreement is reduced from the existing rate of 5% to 3% of the contract amount.

2) Correspondingly Bid Security / Earnest Money Deposit is reduced from 2.50% to 1.50% of the estimated amount.

3) Additional Performance Guarantee is waived for the low quoted items on the condition that the bidder shall furnish an undertaking to execute all low quoted items in full as per contract terms.

5. The above relaxations on account of COVID -19 pandemic are made applicable for works initially for one year and would be reviewed post that date.

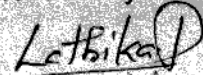
6. This Government Order is made applicable to all new tenders as well as works which have been tendered and awarded, but agreements have not been signed by the winning bidder.

**By Order of the Governor,
RAJESH KUMAR SINGH
ADDITIONAL CHIEF SECRETARY(Finance)**

To

The Accountant General (A&E) Kerala, Thiruvananthapuram
The Accountant General (Audit II) Kerala, Thiruvananthapuram
All Heads of Departments and Offices
The Secretary to Governor
All Departments of Secretariat
All Private Secretaries to Ministers
Private Secretary to Chief Minister
Private Secretary to the Leader of Opposition
All Secretaries to Government
General Administration (SC) Department (Vide Item No. 4467 dated 06/01/2021)
The Registrar, High Court of Kerala
The Secretary, Kerala Human Rights Commission, Thiruvananthapuram
The Election Commissioner, State Election Commission, Thiruvananthapuram
The Registrar, University of Kerala/Cochin/Kozhikode/Kottayam
The Nodal Officer, www.finance.kerala.gov.in
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Section Officer

1. **FORM OF DECLARATION OF NON RELATIONSHIP**

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

Contractor

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