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KERALA WATER AUTHORITY

Jalabhavan
Thiruvananthapuram – 695033
Kerala – India

No. KWA-JB/511/2023-AE(SP)

Dated. 04-10-2023

From

The Chief Engineer (HRD & GL)

To

The Chief Engineer
SR / NR / CR

Sir / Madam,

Sub : Empanelment of TPIA – Details of the firms executed agreements – Reg.

Ref : 1. E-Tender ID: 2023_KWA_581199_1
2. Proceedings No. KWA-JB/511/2023-AE(SP), dated 07-09-2023 of the Managing Director, KWA

As per the proceedings referred in (2), eight (8) firms were empanelled as the TPIAs for the pre-delivery and post-delivery testing of various items procured by KWA. The following firms have executed agreements as mandated in the NIT, accepting the terms and conditions and are eligible to be engaged as TPIA from **01-10-2023**. The validity of the agreement is 2 years.

Sl. No.	Bidders Empaneled	Date of Agreement
1.	ELI Technical Economic Services India Private Limited.	30-09-2023
3.	IRCLASS Systems And Solutions Private Limited.	30-09-2023
3.	Quality Services & Solutions (Gujarat).	30-09-2023
4.	BITES Limited.	30-09-2023
5.	SGS India Private Limited.	30-09-2023

I/30710/2023

The other empaneled firms in reference (2) cannot be considered at present, as they have not execute the agreement.

Yours faithfully,

ACC: Agreements, Proceedings in ref (2), NIT

Chief Engineer (HRD & GL) (I/C)

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KERALA WATER AUTHORITY

Jalabhavan
Thiruvananthapuram – 695033
Kerala – India

PROCEEDINGS OF THE MANAGING DIRECTOR, KWA Present: Smt. Bhandari Swagat Ranveerchand IAS

Abstract : Empanelment of Third Party Inspection Agencies (TPIA) for the pre-delivery inspection / comprehensive pre-delivery inspection and post-delivery testing of various items to be procured by KWA – Approved – Orders issued.

STORES PURCHASE SECTION

No. KWA-JB/511/2023-AE(SP)

Dated. 07-09-2023

- Read :
1. E-Tender ID: 2023_KWA_581199_1
 2. E-Tender Reference No. KWA/HO/SP-02/2023-24/TPI
 3. Proceedings No. KWA-JB/511/2023-AE(SP)/EC of the Technical Member, dated 04-08-2023
 4. This office proceedings of Even Number dated 02-09-2023
 5. Minutes of Evaluation Committee held on 05-09-2023

ORDER

Kerala Water Authority (KWA) is an autonomous authority established by the Kerala Water Supply and Sewerage Act of 1986 for the development and regulation of water supply and wastewater collection and disposal in the State of Kerala and for matters connected therewith. Currently, KWA is implementing various projects for the Government of Kerala, including major projects under Jal Jeevan Mission. Expeditious third party inspection of materials is essential for the timely completion of such projects. For this, the process of empanelment through open tender was initiated vide read (1) and (2) with a view to involve more agencies in material testing / inspection.

Eight bidders participated in the tender. The Technical Evaluation was carried out by the

Evaluation Committee constituted vide read (3) and the Committee recommended to qualify the following bidders vide read (4) above.

Table 1 - Bidders Qualified in Technical Evaluation	
1	M/s Bureau Veritas (India) Pvt. Ltd.
2	M/s ELI Technical Economic Services India Private Limited.
3	M/s IRCLASS Systems And Solutions Private Limited.
4	M/s Quality Services & Solutions (Gujarat).
5	M/s RITES Limited.
6	M/s SGS India Private Limited.
7	M/s RINA India Pvt Ltd.

The price bids of the technically qualified firms were opened on 04/09/2023. The Evaluation Committee met again on 05/09/2023, and discussed the BOQ comparative chart generated from the e-tender portal. The lowest quoted rates for each item are summarised below.

Table 2 – Rate for Pre-delivery Inspection as per relevant IS regulations		
Item No.	Description of Work / Item(s)	L1 Rate With Tax (% of the basic price of materials)
1.01	uPVC Pipes & Fittings (Pre-delivery Inspection)	0.250
1.02	PVC-O Pipes & Fittings (Pre-delivery Inspection)	0.230
1.03	PE Pipes & Fittings (Pre-delivery Inspection)	0.250
1.04	GRP Pipes & Fittings (Pre-delivery Inspection)	0.270
1.05	MS Pipes & Fittings (Pre-delivery Inspection)	0.270
1.06	GI Pipes & Fittings (Pre-delivery Inspection)	0.250
1.07	DI Pipes & Fittings (Pre-delivery Inspection)	0.250
1.08	CI Pipes & Fittings (Pre-delivery Inspection)	0.250
1.09	RCC Pipes & Fittings (Pre-delivery Inspection)	0.270
1.10	SW Pipes & Fittings (Pre-delivery Inspection)	0.290
1.11	DWC Pipes (Pre-delivery Inspection)	0.250
1.12	CI Valves (Pre-delivery Inspection)	0.290
1.13	DI Valves (Pre-delivery Inspection)	0.290
1.14	Pumps & Motors (Pre-delivery Inspection)	0.290

Table 3 – Rate for Comprehensive pre-delivery Inspection and Post-delivery Testing as per relevant IS regulations

Item No.	Description of Work / Item(s)	L1 Rate With Tax (% of the basic price of materials)
1.15	uPVC Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.16	PVC-O Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.17	PE Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.18	GRP Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.19	MS Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.20	GI Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.21	DI Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.22	CI Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.23	RCC Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.24	SW Pipes & Fittings (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.25	DWC Pipes (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.26	CI Valves (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.27	DI Valves (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320
1.28	Pumps & Motors (Comprehensive Pre-delivery Inspection & Post-delivery Testing)	0.320

Further, as outlined in the NIT, the Committee directed to obtain the willingness to accept the L1 rate of the financial bids, via e-mail from all technically qualified bidders, before 05/09/2023 at 3 PM.

M/s CIPET had requested for renewing the agreement with KWA for continuing the existing contract for the Pre-delivery inspection and Post-delivery testing of uPVC, HDPE, GRP Pipes and Fittings, MS, GI and DI Pipes. Being an organization under Government of India, the Committee recommended empaneling M/s CIPET on their request, since they are eligible as per the pre-qualification criteria, even though they had not participated in the tender.

The Evaluation Committee also recommended to amend clause 6.4 of the NIT of this EoI as follows: *“The Kerala Water Authority shall forward a copy of the supply order placed on the suppliers to the inspection agency. The Third Party Inspection charges shall be paid by KWA, provided that the payment shall be, limited to accepted quantity only and the amount*

thus paid shall be deducted from the next payment to the contractor. The charges for aborted inspection shall be borne by the contractor”.

All technically qualified firms except M/s Bureau Veritas (India) Pvt. Ltd. and M/s CIPET were confirmed their willingness to accept the L1 rate through e-mail, before the time limit. However, the Committee recommended to empanel M/s Bureau Veritas (India) Pvt. Ltd. and M/s CIPET along with those firms expressed their confirmation to accept the L1 rate, since they are eligible as per the pre-qualification criteria. Even so, inspection works will be awarded to these firms only if they are willing to carry out it at L1 rate.

The recommendations of the Committee were examined in detail and the following orders are issued regarding the TPIAs for materials in KWA.

1. The following 8 (Eight) firms are empanelled as Third Party Inspection Agencies (TPIAs) in KWA, for the materials and rates specified in Table 2 and 3.

Sl. No.	Empanelled Firms	Address
1	M/s ELI Technical Economic Services India Private Limited.	ELI Technical Economic Services India Private Limited, R 18, First floor, vikas marg, shakarpur, Delhi – 92 elitesindiapl@gmail.com, 91-8802239746
2	M/s IRCLASS Systems And Solutions Private Limited.	52A, Adi Shankaracharya Marg, Powai, Mumbai 400072 industrial_services@irclass.org, 91-9867628172
3	M/s Quality Services & Solutions (Gujarat).	1st Floor, Vyas Bhavan 57/61, Kika Street, Mumbai- 400004 udaypadhye2011@gmail.com, 91-9998989700
4	M/s RITES Limited.	Scope Minar, Laxmi Nagar, Delhi -110092, kbjayan@rites.com, 91-8754431901
5	M/s SGS India Private Limited.	SGS House, 4B, A.S Marg, Vikhroli, West Mumbai, Maharashtra 400083, p.prabhu@sgs.com, 91-9952188803
6	M/s RINA India Pvt Ltd.	B-607,608 Everest Chambers, Marol, Andheri-Kurla Road, Andheri East - 400 059 MUMBAI - INDIA, varsha.sinha@rina.org, 91-9310672003
7	M/s Bureau Veritas (India) Pvt. Ltd.	6th floor, Marwah Centre, Krishanlal Marwah Marg, Saki Vihar Road, Andheri East, Mumbai - 400072, vilas.joglekar@in.bureauveritas.com, 91-8291417728
8	M/s CIPET.	Udyogamandal P O, Kochi, Kerala - 683501 cipetkochi@gmail.com, 91-484 2547741

2. Clause 6.4 of NIT of this Expression of Interest invited is amended herewith as follows:
“The Kerala Water Authority shall forward a copy of the supply order placed on the suppliers to the inspection agency. The Third Party Inspection charges shall be paid by KWA, provided that the payment shall be, limited to accepted quantity only and the amount thus paid shall be deducted from the next payment to the contractor. The charges for aborted inspection shall be borne by the contractor”.
3. The agreement authority of the work shall assign appropriate TPIA from the empanelled list, so as to ensure the smooth progress of the work as per the schedule.
4. The rate of inspection charges for all empanelled firms shall be invariably as that specified in Table 2 and Table 3.

MANAGING DIRECTOR

To : The Technical Member

Copy To : PAs to MD, JMD / CA to CE (HRD & GL), CE (P & O), FM & CAO
CE (SR/CR/NR), CE (PPD, WASCON & SEWERAGE), All SEs and EEs.



KERALA WATER AUTHORITY

**EoI FOR THE EMPANELMENT OF THIRD PARTY INSPECTION AGENCIES FOR THE
PRE-DELIVERY INSPECTION / COMPREHENSIVE PRE-DELIVERY INSPECTION
AND POST-DELIVERY TESTING OF VARIOUS ITEMS TO BE PROCURED BY
KERALA WATER AUTHORITY**

E-Tender No: KWA/HO/SP-02/2023-24/TPI

Last Date for Bid submission: 03-07-2023 at 3 PM

NOTICE INVITING EXPRESSION OF INTEREST

CHIEF ENGINEER (HRD & GL)

JALABHAVAN, KWA

THIRUVANANTHAPURAM-33, KERALA

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1. TENDER NOTICE

Sealed competitive Expression of Interest are invited for and on behalf of KWA, by the undersigned, from the Consultants / Organizations / Agencies having experience in pre-delivery and post-delivery testing of various items related to the drinking water supply and sewerage projects. The Expression of Interest is invited in two 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 bidder shall have a registration certificate which proves the existence of the bidder.

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

The brief details of the tender are as follows.

E-Tender No	KWA/HO/SP-02/2023-24/TPI
Name of work:	EOI for the Empanelment of Third Party Inspection Agencies for the Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be Procured by Kerala Water Authority.
Nature of works	Third Party Inspection
Location	Anywhere in India
PAC	Rs. 90 Crore
Sale of Tender Documents	Documents are available in the site www.etenders.kerala.gov.in for free download
Tender forms received by	Chief Engineer (HRD & GL)
Tender fee:	Rs. 29,500/-
EMD:	Rs. 1,00,000/-
Mode of payment (Tender fee & EMD)	online payment
Pre- bid meeting	Through VC, on 22-06-2023 at 11 AM. Link will be published as corrigendum in e-tender portal by 20-06-2023.
Clarification regarding bid	All clarifications sought up to 21.06.2023 at 5 PM will be answered in the pre- bid meeting and published in the portal.
Corrigendum	Corrigendum if any will be published in web site
Last date and time of submission of tenders electronically to the tendering Authority	03-07-2023 at 3 PM
Date and time of opening of tenders	06-07-2023 at 3 PM
Validity of Bid(Firm period)	120 days from the last date of submission of bid (electronically)
Place of execution of agreement	Office of the Chief Engineer (HRD & GL), Kerala Water Authority, Jala Bhavan, Thiruvananthapuram.

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Interested bidders can get further details regarding the work from the office of the Chief Engineer (HRD & GL), Kerala Water Authority, Jala Bhavan, Thiruvananthapuram.

All other relevant rules followed by KWA shall be applicable to this tender also.

2. DETAILED TENDER NOTICE

Sealed competitive Expression of Interest are invited for and on behalf of KWA, by the undersigned, from the Consultants / Organizations / Agencies having experience in pre-delivery and post-delivery testing of various items related to the drinking water supply and sewerage projects.

Name of work: EoI for the Empanelment of Third Party Inspection Agencies for the Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be Procured by Kerala Water Authority.

- 2.1. Successful bidders shall be entrusted as Third Party Inspection Agencies (TPIs) for Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be procured by Kerala Water Authority.
- 2.2. Intending bidders may enrol themselves for e-tendering in the website www.etenders.kerala.gov.in. One time registration is valid for all KWA tenders. Those who are registered for e-tendering and have valid password can only view / download the Tender Documents. The Tender Schedule shall be filled up in the prescribed format provided in tender document. For uploading the tender documents, the tenderer has to remit the amount towards tender fee as well as the prescribed EMD through online payment mechanism for e-procurement system of Govt. of Kerala. Tenderers are advised to visit the "Downloads" section of e-Procurement website (www.etenders.kerala.gov.in) for detailed instructions on making online payment using internet banking facility only. Only those tender schedules which are downloaded from the website and uploaded after filling only will be considered. Bidders can make use of the links "help for Contractors", "FAQ", "Bidders Manual Kit" etc. in the above website for more details on registration and bid submission. For further assistance they can also contact over phone or by mail to the regional offices of Kerala State IT Mission in the addresses available in the website.
- 2.3. The tenders shall be submitted electronically to the Chief Engineer (HRD & GL), Kerala Water Authority, Jalabhavan, Thiruvananthapuram in the method available at the web site www.etenders.kerala.gov.in. The tenderer has to remit the amount towards tender fee and EMD through online payment in time. The bid submission is allowed up to the last date and time given in this tender notice. Submitting bid documents in no way reserve for a right or/eligibility for pre- qualification or awarding the work. The pre-qualification criteria are described in the bid document.
- 2.4. The bidder shall fill up the prequalification sheet, technical bid sheet and price bids in prefixed formats along with NIT, Scope of work or any other document uploaded by the Chief Engineer (HRD & GL) and upload in the website. Additional documents if any are to be scanned and uploaded in the website. The price bid shall be submitted electronically only.
- 2.5. Technical Bid shall be opened in the presence of the Bidder or their authorized representative who chooses to attend the specified tender opening. After the evaluation of Technical Bid, the list of bidders who have qualified in Technical bid will be published in the e-tender website. The date and time of opening of the Price bid which will be fixed subsequently will also be published in the e-tender website. The participating bidders can view the bid opening online and view the rates of competitors after tender opening. Bidders are requested to furnish Telephone No/Fax No/Email ID for speedy transfer of information.
- 2.6. Chief Engineer (HRD & GL) will not be responsible for any cost or expenses incurred by bidders in connection with preparation or delivery of bid or loss of any document during transit. Date extension will not be allowed without specific reasons and which

is beyond the control of KWA. In the event of any of the specified date being declared a holiday, the event will take place at the same time and place on the next working day. All other conditions of invitation of tenders will be as per prevalent rules in Kerala Water Authority.

- 2.7. A pre-bid meeting will be convened by the Chief Engineer (HRD & GL), Kerala Water Authority, at the stipulated time to clarify any issues raised by the intending bidders in advance. The minutes of such pre-bid meeting shall also form part of this tender document and a copy of the same duly signed by the Tenderer/firm shall be enclosed with the tender submitted.
- 2.8. The empanelment will be valid for 2 years or till the next agreement is concluded for TPI, whichever is later, unless otherwise cancelled by KWA, consequent to the expiry of any of the licenses which was mandatory for getting empanelled or due to the violation of any agreement conditions.
- 2.9. The tenders shall be submitted electronically before the stipulated date. The bidder shall fill up the prequalification sheet, technical bid sheet and price bids in prefixed formats along with NIT, Scope of work or any other document uploaded by the Chief Engineer (HRD & GL), and upload in the website. Additional documents if any are to be scanned and uploaded in the website. The price bids in prescribed format should be submitted electronically only.
- 2.10. The electronically submitted price bid of those contractors who have satisfied the necessary prequalification criteria as per NIT only will be opened by the Chief Engineer (HRD & GL), after giving due information about the time and date in the e-tender website in advance and in the presence of the bidders present at the time of opening. The decision of the Chief Engineer (HRD & GL), regarding the eligibility to be selected for the opening of the financial bids will be final and it shall not be appealable.
- 2.11. The tenders shall be opened electronically at the stipulated time. The bidders are advised to be present for the opening of tender or they can view the opening through the web site. Tenders without requisite EMD and other particulars shall not be considered further but will be retained with KWA.
- 2.12. The tender fee, for this tender is not refundable even though the tender is cancelled or rejected at any stage.
- 2.13. The tenderer shall have registration certificate valid since more than last five years in any company / firms & society / LLP / legal document which proves the existence of the bidder.
- 2.14. Those contractors / firms who are either blacklisted or failed to complete the works, or refrain from executing the agreement and completing the work shall not be eligible to participate in this tender.

3. LETTER SUBMITTING THE TENDER

(Shall be submitted in this format after filling the details along with hard copies)

Ref. No.....

Place.....

Date.....

From

To

The Chief Engineer (HRD & GL)

Kerala Water Authority

Jala Bhavan Thiruvananthapuram

Sir,

Sub: EoI for The Empanelment of Third Party Inspection Agencies for The Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be procured by Kerala Water Authority

Ref: Your e-tender Notification No.....dated.....

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 Expression of Interest 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 white paper is also enclosed. Copy of the specifications duly signed is also enclosed.
2. EMD for Rs. 1,00,000/- (Rupees One lakh only) has been remitted through internet banking facility only.
3. I/We agree that, validity of this empanelment is 2 years or till the next agreement is concluded for TPI, whichever is later.
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 bear liberty to forfeit the said earnest money absolutely if

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- 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 NIT conditions.
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 toto.
7. I have not included any conditions in quoting for this tender.

Yours faithfully

SIGNATURE WITH NAME AND DESIGNATION

(Office Seal)

4. PARTICULARS SHOWING STATUS OF TENDERER

(Shall be submitted in this format after filling the details along with hard copies)

- 4.1. Name of tenderer:
- 4.2. Address:
 - a. Permanent:

 - b. Present for communication:

 - c. E-mail ID/Fax/Telephone:

- 4.3. Status of the tenderer: individual or Public Ltd. Co. Or Private Ltd. Co. or registered Partnership concern Or proprietary concern:
- 4.4. Name and address of Chairman of Board of Directors and Managing Director/Managing Partner (in case of partnership concern) or Proprietor (in case of proprietary concern) [Memorandum of Articles and Authorization/Partnership deed]:
- 4.5. Whether the tenderer is an approved firm of KWA / any State / Central Government Department (CPWD, MES, Railway etc) or local bodies (Port Trust, District Board, Municipality or a statutory body) with Reg. No. and year and issuing authority:
- 4.6. Name and address of two responsible persons (preferably Senior Engineers/Officers of a Government Department, Quasi Government organization or a local body), to whom reference can be made regarding experience and performance.
- 4.7. Whether Authorization to act on behalf of the firm presented or not:

SIGNATURE WITH NAME & DESIGNATION

(OFFICESEAL)

5. FORM OF PRELIMINARY AGREEMENT

"Preliminary Agreement entered on this day of
Two Thousand Twenty Three between the Chief Engineer (HRD & GL) for and on behalf of Kerala Water Authority of the one part and Sri. / Ms
.....(Full name and address of the tenderer), herein after called the Third Party Inspection Agency / contractor of the other part for the execution of the agreement as well as for the execution of the work "EoI for The Empanelment of Third Party Inspection Agencies for The Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be procured by Kerala Water Authority".

WHEREAS in response to the Notification No..... dated the bounden has submitted to KWA a tender for the
..... specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited a sum of as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by KWA. Within fourteen days after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit the required sum as performance guarantee 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 performance guarantee 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 whatsoever to the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the KWA may decide.

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

The terms and conditions for the said contract having been stipulated in the said tender 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 to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which accept the express provisions herein all supersede those of the same tender form.

1. The contractor hereby agrees and undertakes to perform/fulfil all the operations and obligations with the execution of the said contract work EoI for The Empanelment of Third Party Inspection Agencies for The Pre-Delivery Inspection / Comprehensive Pre-Delivery Inspection and Post-Delivery Testing of Various Items to be procured by Kerala Water Authority is awarded in favour of the contractor.
2. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour commits breach of any of the conditions of the contract as stipulated in the NIT as quoted above within the period stipulated therein, the KWA may rearrange the work otherwise or loss so sustained by the KWA can be realized from the contractor under Revenue Recovery Act as if arrears of land revenue as assessed, taking into consideration the prevailing PWD rate and after giving due notice to contractor. The acquisition taken by such authority officer or officers shall be final and conclusive and shall be binding on the contractor.
3. The tenderer further agrees that any amount found due to KWA under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable as arrears of Land Revenue under the provisions of the Revenue Recovery Act for the time being or in any other manner as the KWA may deem fit in this regard.

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

Signed by Chief Engineer (HRD & GL) In the presence of witness

1.

2.

Signed and delivered by Sri, the contractor

1.

2.

Note:-The form should be presented in plain paper.

6. TENDER CONDITIONS – PART 1

- 6.1. The tenders shall be submitted electronically to the Chief Engineer (HRD & GL) as mentioned in the submission of tenders. The bidder shall have similar experience in various Government / Quasi - Government / Public Limited Companies. Certified copies of Certificates showing the past experience duly attested by an officer not below the rank of Executive Engineer or an officer in equivalent rank shall be submitted along with the tender documents.
- 6.2. The tenders shall be submitted in the prescribed form and method available at the website www.etenders.kerala.gov.in. Tenders not submitted in the prescribed form and mode will not be considered. The tenderer who uploads the tenders shall submit the originals of such documents within 3 days of price bid opening.
- 6.3. The inspection fee shall be quoted as a percentage rate on the basic price of the materials only and not on the purchase order value of the materials. The percentage rate quoted shall include the statutory levies payable to Government as per the rules. No separate amount shall be paid towards statutory levies. The rates shall be quoted in the schedule attached herewith.
- 6.4. The Kerala Water Authority, through its officers shall forward a copy of the supply order placed on the suppliers to the inspection agency. The Third Party Inspection charges shall be paid initially by the supplier, which will be reimbursed by the consignee on production of documentary proof for payment already made to the TPIA, provided that the payment shall be, limited to accepted quantity only. The charges for aborted inspection shall be borne by the supplier.
- 6.5. The inspection agency shall be responsible for the inspection and monitoring of the manufacturing of the pipes from raw material stage to the finished product despatches. The inspection agency shall ensure that there is continuous supervision of all the pipes manufactured for the Kerala Water Authority by proper deployment of staff. The inspection agency shall take up the responsibility of doing the inspection from the raw material stage after ascertaining the methodology from the supplier. The quality assurance plan (QAP) shall be finalised by the inspection agency in consultation with the supplier which shall be strictly adhered to. The inspection agency shall also send a copy of the quality assurance plan to Kerala Water Authority for reference before the commencement of inspection. In the case of CI pipes and CI fittings and valves only finished product inspection is necessary.
- 6.6. The inspection agency will carry out the inspection of the materials at the supplier's works in accordance with the purchase order specifications, the quality assurance plan and the relevant Indian Standard Specifications prior to certification and the inspection shall mean inspection and witnessing of the tests including hydraulic test, performance tests, visual, dimensional and physical checking of the finished product as per standards, relevant ISI sampling and review of such inspection tests internally conducted by the supplier.
- 6.7. The final inspection of the finished product shall be commenced within 7 (seven) days from the date of receipt of call letter from the supplier in the case of CI pipes and as per the QAP in other cases. Fact of the proposed commencement of inspection should be reported to the concerned Engineer (EE / SE / CE) well in advance.
- 6.8. All the inspected and approved material shall have a distinct identification mark of the inspection agency and such mark should be made on each and every item as per the purchase order, though actual tests have been carried out on the samples as per ISI sampling and testing procedure.
- 6.9. The inspection agency should issue inspection certificate if the materials are found acceptable as per purchase order specification and conforming to standards duly noting the number of items offered for inspection, quantity accepted or rejected, identification mark of the inspection agency etc., immediately after the inspection.
- 6.10. The inspection agency shall submit the complete test reports within three days after the completion of tests directly to the work tendering authority and copies to the consignees as per the purchase order.
- 6.11. The inspection agency shall not admit any deviation in the specifications of the purchase order unless otherwise specifically approved by the issuing Authority of supply order (EE / SE / CE).

- 6.12. The inspection agency shall adopt a rational sampling procedure as per the relevant IS Specifications for conducting the different tests required under the ISS.
- 6.13. Apart from the charges accepted for inspection, no other charges like tour allowance etc will be paid. Also no increase in the accepted rate shall be allowed during the currency of the contract. Under any circumstances any increase in statutory levies or imposition of levies in a later stage shall be absorbed by the Inspection Agency in the rate quoted.
- 6.14. The inspecting agency will undertake inspection of the materials ordered and the inspection will be carried out at the supplier's site, anywhere in India.
- 6.15. In case of any dispute over the quality of materials received at the consignee's end, the inspecting agency will have to conduct a joint inspection with the representative of the supplier, the consignee Executive Engineer and decide on the issue. If any lapse in the pre- delivery inspection is noticed, the inspection agency will forthwith refund all the amounts collected for the inspection of the particular consignment and/or carry out inspection of the replacement supplies free of inspection charges as may be decided by the concerned Engineer (EE / SE / CE). The decision of the Managing Director in the matter will be final and binding. The inspection agency shall also be jointly and severally responsible for compensating any loss that would be caused to Kerala Water Authority on account of such lapses. In case the Inspection agency is found to have failed in delivering their services in time and in sound technical practices, or if the inspection done were found to have failed in assuring the quality of materials dispatched to KWA, then, the concerned Engineer (EE / SE / CE) shall have the right to terminate the work awarded to the firm and rearrange the work. In such cases of performance failure observed on the part of the inspection agency, the concerned Engineer (EE / SE / CE) shall initiate action and realise the losses, if any sustained by Kerala Water Authority, from the firm.
- 6.16. The inspection agency will be responsible for sampling all the materials inspected and guarantee the qualities of the materials as determined from the sampling and tests conducted.
- 6.17. The Chief Engineer (HRD & GL) reserves the right to reject any or all the tenders in the interest of Kerala Water Authority based on the past performance and such other acts which were found to be detrimental to the interest of the Kerala Water Authority.
- 6.18. Additional conditions if any stipulated by the tenderer other than those mentioned in this tender document (NIT) will not be accepted and such tenders will be liable for rejection.
- 6.19. Settlement of Disputes if any arising on this contract shall be settled in the Courts in Kerala State only. The tenders which are with conditions against this stipulation shall be rejected. The suppliers shall be bound to compensate any loss incurred by the Kerala Water Authority on account of disputes raised in Courts outside Kerala in contravention of this condition.

7. TENDER CONDITIONS – PART 2

7.1. Tenders to be in Prescribed Form:

- a. Expression of Interest, which is not submitted in the prescribed form, shall be summarily rejected. Self - attested documentary proof(s) as asked in various forms, in respect of the details furnished in the application form shall be submitted along-with the application. Suppression of any information in this regard may lead to cancellation of the empanelment of the Firm concerned, if such information comes to the notice of KWA even after empanelment.
- b. The prequalification documents shall be submitted electronically. The tenderer shall also upload all pages of the NIT in proof of the understanding and acceptance of all the tender conditions. The cost or rate shall not be disclosed anywhere in this sheet, as it shall render the tender invalid. The price Bid shall be submitted only in the format specified for that purpose (Form BOQ). The price bid shall not be used for expressing or putting forth any techno commercial conditions of the tender. Violation of this stipulation shall result in rejection of the tender after the opening of the price bid even if it may happen to be the lowest.

7.2. Technical bid should contain:

- a. Scanned copy of duly filled and signed preliminary agreement prepared in plain paper.
- b. Valid registration certificate in any company/firms & society/LLP/legal document which proves the existence of the bidder. The said document shall be valid since more than last 5 years.
- c. Valid ISO certificate should be submitted as pre-bid document.
- d. Experience certificate of successful completion of work (as desired) in firm's/ company's own name indicating agreement No., work order No. and date, amount of contract, stipulated period of completion, & actual period of completion during the last five years. The certificate should be issued by an officer not below the rank of Executive Engineer or Chief Municipal Officer in case of Urban Bodies. The firm should submit the details of at least three works completed in three different years within the last 5 years.
- e. CA certified financial turn over during the last Five years.
- f. Copy of the GST registration Certificate.
- g. The tenderer shall sign all pages of NIT in proof of the understanding and acceptance of all the tender conditions and to be enclosed with pre-bid documents.

7.3. Attestation of Corrections and Additions: Care shall be taken to prepare the tenders without corrections/over writings / erasing etc. However, if any corrections, additions or pasted slips shall become necessary, the same shall be signed by the tenderer.

7.4. Language of the Tender: Tenders shall be submitted in English and all information in the tender shall be in English. Information in any other language shall be accompanied by its translation in English. However, the details as read in the English text will be governing. Failing to comply with this direction may be considered as a sufficient reason for disqualifying a tender. Any communication should be in writing. Tenderers can make correspondence with the tendering authority through E mail, by fax, or by post.

7.5. Certificate of Non-Relationship:

- a. Persons related to any officer of the Kerala Water Authority, who is in charge of or having control over the work, are strictly prohibited from tendering for the work. Relationship in this respect is restricted to father, mother, husband, wife, son, daughter, brother, sister, nephew, father-in-law, brother in-law, mother-in-law, sister-in-law and first cousin of the officer concerned. The tenderers shall declare that they are not related to any officer of the Kerala Water Authority who is in charge or having control over the work.
- b. If at any stage, the above condition is found to have been contravened, the earnest

money/performance guarantee of the tenderer shall be forfeited and contract entered into shall be cancelled and the work arranged at his risk and cost.

7.6. Firm Period of Tender: Tenders shall be firm for acceptance for a period of 120 days from the last date prescribed for submission of tender. No tender can be withdrawn or altered before the firm period is over. Any tenderer who withdraws or alters the tender before the expiry of the firm period shall do so at the risk of the tenderer and the earnest money will be forfeited to Kerala Water Authority.

7.7. Pre-bid Meeting: The pre-bid meeting shall be held on the stipulated date, in the O/o of the Chief Engineer (HRD & GL), KWA, Kerala, or through VC. However:-

- a. Any change in the schedule of pre-bid meeting will be communicated on the *website only*, and no intimation to Agency will be given separately / it will also not be circulated vide newspapers.
- b. Any prospective Agency may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage.
- c. Pursuant to the pre-bid meeting, if the Employer deems it necessary to amend the EoI, it shall be done by issuing amendment to the EoI which shall only be uploaded on e- procurement portal <https://www.etenders.kerala.gov.in>. All rights regarding issuing amendment is reserved with KWA.
- d. Any decision regarding changes in NIT conditions/scope of work taken in the pre-bid meeting shall be final and the same will surpass the original conditions.
- e. The VC link and schedule will be published as corrigendum in the e-tender portal. No intimation will be issued in any other means. The tentative date of pre-bid meeting is 22-06-2023 at 11 AM. The confirmation on this schedule will be published in the portal as corrigendum.

7.8. Evaluation process for empanelment: KWA, invites Expression of interest (EOI) for empanelment for the Third Party Inspection Agencies (TPIs) to indicate their interest in providing these services. The agencies have to provide information in the attached format with all supporting documents for all the credentials claimed. Empanelment shall be done on the basis of (1) experience, (2) available human resources and (3) financial capacity in the related field.

- a. The validity of this empanelment is 2 years or till the next agreement is concluded for TPI, whichever is later.
- b. The EOI will be evaluated by an evaluation committee and mere participation in this EOI do not guarantee any allotment of work. This is ONLY for provisional empanelment. Engagement will depend on requirement and qualification of agency in related contracting/ engagement process.

7.9. Empanelment Process

- a. EoI submitted in prescribed format with required document on or before closing date will be considered for empanelment process. KWA will do the technical evaluation of all the agencies. Those agencies which qualify after technical evaluation will be placed in the list of Pre-qualified for empanelment.
- b. The financial offer of all Pre-qualified bidders / participants will be opened. Based on the lowest cost proposal, a rate contract shall be framed up. All those organizations which shall give consent to work on this rate contract, shall be empanelled as TPI agency for the pre-delivery and post-delivery inspection in KWA. The selected agency is bound to conduct inspection / testing anywhere in India.

7.10. Award of Work

- a. Lowest quoted rate will be considered to decide the rate contract for TPIs.
- b. Once the lowest rate is approved by KWA, all the qualified TPIs, willing to conduct the work on approved rate, have to give their consent for empanelment. Accordingly, the empanelled consultants/agency/firms will be entrusted with the works by KWA.
- c. It is clarified that no work will be awarded directly to the participants through this EoI. This EoI is only to assess the rate for TPIs of works.
- d. The rate contract for TPIs shall be valid for 2 years or till the next agreement is concluded for TPI, whichever is later.
- e. The approved lowest rates through this EoI, shall be applicable for inspection of all

works, including JJM, entrusted with KWA.

7.11. Offers are liable to be rejected if:

- a. The information given in pre-qualification is incomplete/misleading or false (such application will be considered as non -responsive).
- b. KWA reserves the right to verify the credentials submitted by the agency at any stage (before or after the empanelment or award of work). If at any stage, any information/ document submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm, the EMD/entire fee submitted by the applicant is liable to be forfeited, and the agency may be debarred from tendering in KWA or award of contract for a period up to 5 years, apart from any other appropriate contractual/legal action.
- c. The records of poor performance are found out at any time after submission of bid.
- d. The contractors who are blacklisted or failed to complete the works, or refrained from executing the agreement and completing the work which they had agreed in the tender.
- e. The submitted applications will be rejected if;
 - i. EMD is not proper and sufficient,
 - ii. NIT is not accepted in toto,
 - iii. Expression of Interest is conditional, and
 - iv. Any of Pre-bid documents and BOQ are not submitted.

7.12. Authority Accepting the Tender: KWA reserves the right to accept or reject any or all applications without assigning any reasons. KWA also reserves the right to call off empanelment process at any stage without assigning any reason. The Authority reserves to itself the right of re-advertising the tender for the work for carrying out the work in any manner that may be deemed fit, subsequent to this invitation of EoI.

7.13. Eligibility Criteria: The applicants must have well established identity as Consultants/ Organizations/Agencies having experience of TPI in the field of drinking water supply projects. The minimum qualification expected for eligibility for prequalification will be based on the following.

- i. Eligibility as a registered firm
- ii. Pending Litigations
- iii. Financial standing
- iv. Past experiences
- v. Organizational capacity

7.13.1 Eligibility as a registered firm: The Bidder intended to participate in this bidding process shall possess a valid registration certificate in any company/firms & society/LLP/legal document which proves the existence of the bidder. The said document shall be valid since more than last 5 years. Joint Venture firm/agency/institution is not allowed to participate in this Expression of Interest. Fresh consortium will not be considered.

7.13.2 Pending Litigations:

- i. The participants must not have, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against the applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant. (A Notary attested declaration in this regard is required to be submitted).
- ii. Even if a participant satisfies the above noted requirements, it is liable to be disqualified, if it is found to have
 1. been blacklisted by Central/ any State Government/ Semi Government department in the last three years
 2. a record of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion,
 3. been convicted by any court of law.
- iii. Details of any current litigation or arbitration proceedings or court cases in

which the bidder is involved as one party should also be furnished by the Bidder.

- 7.13.3 **Financial Standing:** Annual turnover (Average of last 5 financial years) of the firm from consultancy business should be equal to or more than Rs. 5 Crores. Annual turnover should be duly certified by statutory body like Chartered Accountant.

7.13.4 **Past Experience:**

- i. The applicant should have a minimum of 5 years of experience in undertaking pre-delivery and post-delivery inspection various items relating to water supply project.
- ii. Certified copies of work experience certificates should be uploaded during tendering process of e- procurement. The certificate should be duly certified and issued by an officer not below the rank of Executive Engineer or in case of Municipal Corporation etc. by Chief Municipal Officer. Experiences in rural as well as urban water supply projects are acceptable. The firm should submit the details of at least three works completed in three different years within the last 5 years.

- 7.14. **Performance Guarantee and Additional Performance Guarantee:** Performance guarantee, the amount collected at the time of executing contract agreement, will be Rs. 5,00,000/- and the deposit will be retained till the expiry of Defect Liability Period. This deposit shall be collected in the form of Bank Guarantee or any other forms prescribed in the revised Stores Purchase Manual.

7.15. **Execution of Agreements:**

- a. Preliminary agreement in plain paper duly filled up and signed by the bidder is to be uploaded in the e-tenders portal while submitting the bid.
- b. The successful tenderer shall before commencing the work, execute an agreement within 14 days from the date of award of the work in Kerala State Government stamp paper of the required value for the due fulfillment of the contract along with the required performance guarantee. He shall pay for stamps, forms and legal expenses incidental thereto. Before executing the agreement, the contractor shall finalize his procurement and project implementation schedule, which shall form part of the agreement.
- c. If the successful bidder fails to furnish the required Performance Guarantee as detailed in the succeeding clauses and enter into contract, within the above stipulated time, further ten days' time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the Contract Price as per his quoted amount subject to a minimum of Rs.1000 and maximum of Rs.25,000. Tenders will be rejected and selection notice issued shall be cancelled if agreement is not executed within the above period and the work will be awarded to another empanelled TPIA. Any work recorded as done during the period between the award of work and the end of period allowed to execute agreement will be treated as an asset to KWA and no claim will be allowed for the selected tenderer. If the successful tenderer fails to deposit the performance guarantee and execute the agreement as specified above, the EMD of the tenderer shall be forfeited to Authority and the work shall be arranged otherwise. If as a result of such measures due to the default of the tenderer to pay the requisite performance guarantee, sign contracts and take possession of the work site, the Authority incurs any loss, the same shall be recovered from him, but should it be a savings to the Authority, the original contractor shall have no claims to the difference. Recoveries on this or any other account shall be made from the sums due to the contract or on this account or otherwise as the Authority may decide, including Revenue Recovery Proceedings, as if the loss is arrears of land revenue.

- 7.16. **Mobilisation Advance:** No mobilization advance shall be paid to the TPIA.

- 7.17. **Penalty:** The contractor for the work shall be liable to pay penalty for the delay in executing the agreement, commencing work etc. as provided earlier. The Engineer in charge shall also have power to measure up the work of the contractor and later such part as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case, any expense

which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount by which it exceeds, a certificate in writing of the Executive Engineer, shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Authority under the contract otherwise, or from his Performance Guarantee or the proceeds of sale thereof, or as sufficient part thereof.

7.18. **Liquidated Damages:** Liquidated damage shall be levied at the rate of 0.5% of the cost of the works for every week of delay occurred in completing the work as per agreed time schedule of the work subject to a maximum of 10% of the contract value. All the damages payable under the provision of this clause shall be considered as liquidated damages, to be applied to the use of the Authority without reference to the actual loss sustained owing to the delay. Any appeal of the contractor against the liquidated damages charged against such lapses on his part shall be placed before and disposed of by the Authority.

7.19. **Earnest Money Deposit (EMD):**

- a. Earnest Money Deposit (EMD) is collected to ensure serious participation in the bidding process and the EMD submitted by empanelled bidders will be returned soon after executing agreement for all the works awarded to them.
- b. **Forfeiting of EMD:** Authority shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely if :
 - i. In case the tenderer fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Authority.
 - ii. After the Tender is accepted, if the tenderer fail to execute the agreement as provided in the tender conditions.
- c. **Refund of the Earnest Money Deposit to Unsuccessful Tenderer:** The earnest money deposit of the unqualified bidders shall be refunded after the EoIs are finalized.

7.20. **Performance Guarantee and Additional Performance Guarantee:**

- a. The successful tenderer shall within fourteen days of receipt of the order of award of work (selection notice), shall furnish Rs. 5,00,000/- as performance Guarantee in favour of the Agreement Authority in the form of bank guarantee from any Nationalised Bank/Scheduled Bank.
- b. The EMD deposited by the tenderer shall be released as soon as the Performance Guarantee amount as above is deposited.
- c. No exemption shall be allowed for Performance Guarantee and Additional Performance Guarantee for Govt/ Quasi Govt. undertakings unless there is specific order from the Government to that effect for this particular work and approved by the Authority.

7.21. **Interest on Performance Guarantee and Additional Performance Guarantee:**

- a. No interest shall be payable upon the Performance Guarantee, or amounts payable to the contractor under the contract.
- b. The Authority shall not be liable for any depreciation in the value of securities while at its charge nor for any loss of interest thereon.

7.22. **Repayment of Performance Guarantee:**

- a. The performance Guarantee shall be released on completion of the Guarantee period of the original contract of the concerned work.
- b. If there is any reduction in the value of the performance guarantee by reason of any depreciation in the value of Government Securities, the contractor shall within thirty days of such reduction, make good the same.
- c. The refund of the performance guarantee as stated above shall however be, subject to the condition that if such time, where shall remain to be executed by the contractor any work as per the agreement or for the proper functioning of the system ordered during such period, the Authority shall be entitled to withhold payment until the completion of such work, so much of the performance guarantee as shall in the

opinion of the Agreement executing authority, represent the cost of the work so remaining to be executed.

- d. Even when various deductions are made against the bank guarantee, it shall be the responsibility of the contractor to attend at his cost, works which are essential to make the scheme functional.

7.23. Price Escalation: This contract does not have provision for price escalation under any circumstances. Even if extension of time of completion has been granted under this contract, under any relevant provision, no escalation in price shall be admissible.

7.24. No Claims on Account of Fluctuation of Rates, Idling of Labour etc.:

- a. No claim shall be entertained on account of fluctuation of rates of labour and materials, railway freight, income tax etc. at any stage.
- b. No claim for idle labour, due to non -supply of materials by the Authority or for any other reason shall be entertained.

7.25. Subletting of the Contract: The bidder shall not at any time assign, sublet his contract or any part thereof to any person. The applicant shall submit an undertaking that they will not sublet any work on back basis.

8. QUESTIONNAIRE TO BE ENCLOSED ALONG WITH THE TENDER

(The details shall be furnished in the format below with all rows duly filled by the tenderer)

1	Name and address of the Tenderer (with Telephone and Fax No.)	
2	Ownership details (Individual/ Partnership/Limited Company or corporation/Government firm)	
3	Name, designation and address of the person authorised to sign tender/agreement and responsible for satisfactory implementation of the assignment within the time frame.	
4	Address and details of Govt./Quasi Govt. and Public Sector undertakings and with whom the tenderer has entered into agreement in the past with year of work, value of work, proof of completion of work etc. (Attach a short note on this. In case of copies of records/documents, it shall be duly attested by a Gazetted officer of State Govt./Central Govt. or Notary)	
5	Name and address with telephone / email of the contact person of your firm at your HQ, in Kerala and other stations.	
6	State Whether the Tenderer has their own team of Engineers and Technicians to look after the inspection. If so the details there of along with stations at which located.	
7	Furnish details of certificates, documents etc. enclosed by you with this tender.	
8	Whether the NIT conditions are acceptable in total	

9. SCHEDULE

SI No	Description of materials to be inspected	Specification of the materials to be purchased	**Offer rate for inspection as percentage rate on the basic price of the materials (%)	
			In figures	In words
1	Pre-delivery inspection of the following items as per relevant IS regulations			
1.01	uPVC Pipes & Fittings***	As per IS specification and as mentioned in the purchase order		
1.02	PVC-O Pipes & Fittings	"		
1.03	PE Pipes & Fittings	"		
1.04	GRP Pipes & Fittings	"		
1.05	MS Pipes & Fittings	"		
1.06	GI Pipes & Fittings	"		
1.07	DI Pipes & Fittings	"		
1.08	CI Pipes & Fittings	"		
1.09	RCC Pipes & Fittings	"		
1.1	SW Pipes & Fittings	"		
1.11	DWC Pipes	"		
1.12	CI Valves	"		
1.13	DI Valves	"		
1.14	Pumps & Motors	"		
2	Comprehensive Pre-delivery inspection and Post Delivery Testing of the following items as per relevant IS regulations			
2.01	uPVC Pipes & Fittings	"		
2.02	PVC-O Pipes & Fittings	"		
2.03	PE Pipes & Fittings	"		
2.04	GRP Pipes & Fittings	"		
2.05	MS Pipes & Fittings	"		
2.06	GI Pipes & Fittings	"		
2.07	DI Pipes & Fittings	"		
2.08	CI Pipes & Fittings	"		
2.09	RCC Pipes & Fittings	"		
2.1	SW Pipes & Fittings	"		
2.11	DWC Pipes	"		
2.12	CI Valves	"		
2.13	DI Valves	"		
2.14	Pumps & Motors	"		

* The value of materials to be purchased as noted in this column is only indicative. Also, the purchase may be made from one or several suppliers depending upon offers for various items included in the

I/24599/2023

purchase tender for the different type of materials. Also tenders will be floated separately for procurement of each type of materials.

** The percentage rate quoted shall include GST and other taxes payable for the work by the contractor.

*** In the case of pipes, the inspection agency shall take up the responsibility of doing the inspection from the raw material stage after ascertaining the methodology from the supplier. QAP shall be finalised by the inspection agency in consultation with the supplier which shall be strictly adhered to. The inspection agency shall also send a copy of the QAP to Kerala Water Authority for reference before the commencement of inspection. In the case of CI pipes and CI fittings and valves only finished product inspection is necessary.

10. CHECK LIST

1. Documents to be submitted for pre-qualification [See 7.2]
 - a. Preliminary Agreement prepared in plain paper.
 - b. Registration Certificate of the Firm.
 - c. ISO Certification documents.
 - d. Experience certificates.
 - e. GST registration Certificate.
 - f. Annual Turn Over statement certified by CA of last 5 years.
 - g. Signed copy of full NIT document [Items 3, 4 and 8 should be filled in total and attached with NIT].
2. Whether paid EMD and Tender Fee.
3. Additional documents to be submitted.
 - a. Declaration of non-relationship [See 7.5]
 - b. Notary attested Declaration regarding the status of litigations / black listing [See 7.13.2].
 - c. ITR statement of last five financial years.
 - d. Company Profile showing details of Engineers, Technicians and office details.
 - e. Authorisation letter / Power of Attorney if applicable.
 - f. Undertaking regarding the subletting of contract [See 7.25].

CHIEF ENGINEER (HRD & GL)



കേരളം KERALA

DX 935538

KERALA WATER AUTHORITY

AGREEMENT NO KWA/170/SP-76/2023-24 dt 30/05/23

Articles of agreement made on this 30th day of October ~~September~~
Two Thousand Twenty Three between the Chief Engineer (HRD & GL) for and on
behalf of Kerala Water Authority (hereinafter called "the department" which
expression shall where the authority context so admits, includes its successors in
office and assigns) of the one part and M/s Eli Technical Economic
Services India (EliTes) India Pvt. Ltd., R-18, 1st Floor, Vikas
marg, Shakarpur, Delhi - 110092, email:
elitesindiapl@gmail.com (Hereinafter called "the TPIA" which shall where the
context so admits, includes their heirs executives, administrators and legal
representatives) of the other part.



[Signature]
Chief Engineer HRD & GL
Kerala Water Authority
No. 170 / SP-76 / 2023-24
dt 30/05/23



20024/20-09-2023
Daksh. Srivastava

[Signature]
Daksh. Srivastava



കേരളം കേരള KERALA

DX 935539

WHEREAS the department desirous of requesting the above firm for undertaking pre-delivery inspection of various items specified in Appendix A, which are to be procured by the department as per the rates, terms and conditions vide Appendix B & C.

The TPIA agrees that, the NIT of the tender No. 2023_KWA_581199_1, its amendments and the proceedings No. KWA-JB/511/2023-AE(SP) on 07-09-2023 will form the parts of this agreement.

The TPIA agrees to carry out the inspection and testing on the terms and conditions stipulated in NIT, Appendix A, B and C attached with this agreement.

IN WITNESS WHERE OF Sri. Sethukumar S.

(Here the name of the officers of the KWA) for on behalf of the Kerala Water Authority (KWA) and Sri. Aakash Srivastava

(The tenderer) have set their hands on the day and year firm above.


dated 20/09/2023
Sri. Aakash Srivastava

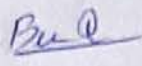


2/3
CE (H&D & G)
N/AEE




Signed by Chief Engineer (HRD & GL) In the presence of witness

1. Aneesh Kumar J, AE, SP 

2. Benu G. K, AEE (SP) 

Signed and delivered by Sri Aakash Srivastava, for the TPIA

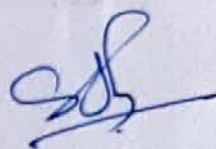
1.  Aakash Srivastava
Manager

2.



Dh
AP

L
AEE



Chief Engineer (HRD & GL)
Kerala Water Authority
Jala Rhasan
Thiruvananthapuram - 695 011



കേരളം കേരल KERALA

DX 944223

KERALA WATER AUTHORITY

AGREEMENT

KWA/170/SP-07/2023-24, dt. 20/09/23

NO

Articles of agreement made on this 20th day of September

Two Thousand Twenty Three between the Chief Engineer (HRD & GL) for and on behalf of Kerala Water Authority (hereinafter called "the department" which expression shall where the authority context so admits, includes its successors in office and assigns) of the one part and IRCLASS Systems and Solutions Private Limited, 52 A, Adi Shankaracharya Marg, Opposite to Powai Lake, Mumbai 400072, industrial services@irclass.org (Hereinafter called "the TPIA" which shall where the context so admits, includes their heirs executives, administrators and legal representatives) of the other part.

WHEREAS the department desirous of requesting the above firm for undertaking pre-delivery inspection of various items specified in Appendix A, which are to be procured by the department as per the rates, terms and conditions vide Appendix B & C.

No 16027 Date 14-9-2023

Link To

LISSY SEBASTIAN
CJM Court Vender EKM

IRclass systems and solutions
Private Limited, Ernakulam





കേരളം KERALA

DX 944224

The TPIA agrees that, the NIT of the tender No. 2023_KWA_581199_1, its amendments and the proceedings No. KWA-JB/511/2023-AE(SP) on 07-09-2023 will form the parts of this agreement.

The TPIA agrees to carry out the inspection and testing on the terms and conditions stipulated in NIT, Appendix A, B and C attached with this agreement.

IN WITNESS WHERE OF
..... Sri. Sethulakshmi, S.

(Here the name of the officers of the KWA) for on behalf of the Kerala Water Authority (KWA) and Sri. Amit M. Ketkar, General Manager (ISSPL)
(The tenderer) have set their hands on the day and year firm above. Signed by

Chief Engineer (HRD & GL) In the presence of witness

1. Bhuvan K, AEE(Sr)
2. Aneesh Kumar J, AE, Sr

Signed and delivered by Sri Kiran Nair, for the TPIA

1. Kiran Nair

2. (Signature)
(VESWANATHAN RAO)

No. 16098 Date 14-9-2023

Link To

LISSY SEBASTIAN
CJM Court Vender EKM

(Signature)
Amit M Ketkar (GM)



Chief Engineer (HRD & GL)
Kerala Water Authority
Jala Bhavan
Chaparram - 685 03





കേരളം केरल KERALA

EB 268851

KERALA WATER AUTHORITY

AGREEMENT NO. KWA/HD/SE-08/2023-24 dt 30/09/23



Articles of agreement made on this 30th day of October September

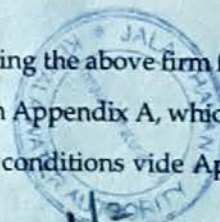
Two Thousand Twenty Three between the Chief Engineer (HRD & GL) for and on behalf of Kerala Water Authority (hereinafter called "the department" which expression shall where the authority context so admits, includes its successors in office and assigns) of the one part and M/s. Quality Services & Solutions (Gujarat)

Plot No. 70-71, 2nd Floor, Sector 19A, Near Fab Hotel Pranava, Vashi, Navi-Mumbai, Maharashtra - 400705, E-mail id: qss_chennai@qssindia.com

[Name, address and e-mail of the firm] (Hereinafter called "the TPIA" which shall where the context so admits, includes their heirs executives, administrators and legal representatives) of the other part.

WHEREAS the department desirous of requesting the above firm for undertaking pre-delivery inspection of various items specified in Appendix A, which are to be procured by the department as per the rates, terms and conditions vide Appendix B & C.


12 / 09 / 2023
M. AC. L. TEE



No. 5530
16-09-23

10001- Quality Services & Solutions

Shreekumaran Nair, D.A.
Special Stamp Vendor
Kundara

दक्षिण क्षेत्र, चेन्नई / Southern Region, Chennai TAYANI - 086 002



കേരളം KERALA

EB 268850

The TPIA agrees that, the NIT of the tender No. 2023_KWA_581199_1, its amendments and the proceedings No. KWA-JB/511/2023-AE(SP) on 07-09-2023 will form the parts of this agreement.

The TPIA agrees to carry out the inspection and testing on the terms and conditions stipulated in NIT, Appendix A, B and C attached with this agreement.

IN WITNESS WHERE OF Sri. Sethulsumar S
(Here the name of the officers of the KWA) for on behalf of the Kerala Water Authority (KWA) and Sri. Sri. Visnu A (A.S.S) (The tenderer) have set their hands on the day and year firm above.

Signed by Chief Engineer (HRD & GL) In the presence of witness

1. GANESH G.J Bene. G.K, AEE (SP) Bene
2. Aneesh Kumar J, AE, TP (J. S. S)

Signed and delivered by Sri Sri Visnu A (A.S.S), for the TPIA

1. GANESH G.J (Signature)
2. (Signature)

QUALITY SERVICES & SOLUTIONS (QSS)
No.7, F2, A-Block, 2nd Floor,
Eminent's Saraswathy Apartment
Narmatha Street, East Tambaram,
Chennai - 600 059.
Cell: 7030276381, 9943549818



Chief Engineer (HRD & GL)
Kerala Water Authority



Sreekumar Nair . D.K
Special Stamp Vendor
Kundara



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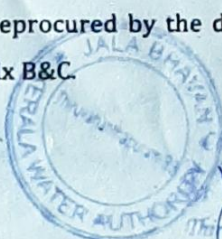
EC 452620

KERALA WATER AUTHORITY

AGREEMENT NO. KWA/140/SP-09/2023-24 dt. 30/09/23

Articles of agreement made on this ^{30th} ~~19th~~ day of ^{September} ~~September~~ Two Thousand Twenty Three between the Chief Engineer (HRD&GL) for and on behalf of Kerala Water Authority (hereinafter called "the department" which expression shall where the authority context so admits, includes its successors in office and assigns) of the one part and M/s. RITES Limited (QA Division), Southern Region, 2nd Floor, CTS Building, BSNL Complex, 16 Greams Road, Chennai- 600006, (email: sbu.sinsp@rites.com) (Herein after called "the TPIA" which shall where the context so admits, includes their heirs executives, administrators and legal representatives) of the other part.

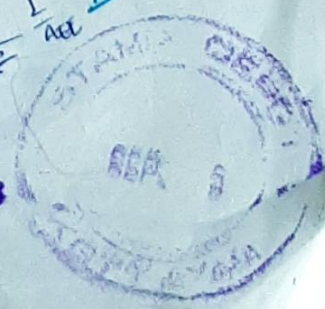
WHEREAS the department desirous of requesting the above firm for undertaking pre-delivery inspection of various items specified in Appendix A, which are to be procured by the department as per the rates, terms and conditions vide Appendix B&C.



[Signature]



01/2023
CE (HRD&GL)
No. 1 Act 4



no. 39959
16-9-23

RITES Ltd
Chennai

19/09/2023

SIVASANKARAN NAIR.B.

STAMP VENDOR

संयुक्त महा प्रबंधक (नि) / Joint General Manager (N)

राइट्स लिमिटेड / RITES LTD.

दक्षिण क्षेत्र, चेन्नई / Southern Region, Chennai

Lic. No. CT-0076/88

TAYAM - 686 002



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EC 452621

The TPIA agrees that, the NIT of the tender No.2023_KWA_581199_1, its amendments and the proceedings No. KWA-JB/511/2023-AE (SP) on 07-09-2023 will form the parts of this agreement.

The TPIA agrees to carry out the inspection and testing on the terms and conditions stipulated in NIT, Appendix A, B and C attached with this agreement.

IN WITNESS WHERE OF Sri. Sethukumar S
(Here the name of the officers of the KWA) for on behalf of the Kerala Water Authority (KWA) and Sri. K.B. JAYAN
(The tenderer) have set their hands on the day and year firm above.

Signed by Chief Engineer (HRD&GL) In the presence of witness

1. Aneesh Kumar J, AE, SP
2. Banu TK, AEE(SP)

Signed and delivered by Sri. K.B.JAYAN, Jt. General Manager, RITES LIMITED, for the TPIA

1. MANOJ KUMAR - SR. DY. GM - Manoj Kumar
2. PRISWADHUSAN PRADHAN - DY. GM - PRISWADHUSAN

NO. 39960
16-9-23

RITES Ltd
Chennai

SIVASANKARAN NAIK B
STAMP VENDOR
Lic. No. C1-6376/88
KOTTAYAM - 686 002

APPENDIX - A
List of Items

Sl No	Description of materials to be inspected	Specification of the materials to be purchased
Pre-delivery inspection of the following items as per relevant IS regulations		
1.01	uPVC Pipes & Fittings	As per IS specification and as mentioned in the NIT
1.02	PVC-O Pipes	"
1.03	PE Pipes & Fittings	"
1.04	GRP Pipes & Fittings	"
1.05	MS Pipes & Fittings	"
1.06	GI Pipes & Fittings	"
1.07	DI Pipes & Fittings	"
1.08	CI Pipes & Fittings	"
1.09	RCC Pipes & Fittings	"
1.1	SW Pipes & Fittings	"
1.11	DWC Pipes	"
1.12	CI Valves	"
1.13	DI Valves	"
1.14	Pumps & Motors	"
Comprehensive Pre-delivery inspection and Post Delivery Testing of the following items as per relevant IS regulations		
1.15	uPVC Pipes & Fittings	As per IS specification and as mentioned in the NIT
1.16	PVC-O Pipes	"
1.17	PE Pipes & Fittings	"
1.18	GRP Pipes & Fittings	"
1.19	MS Pipes & Fittings	"
1.2	GI Pipes & Fittings	"
1.21	DI Pipes & Fittings	"
1.22	CI Pipes & Fittings	"
1.23	RCC Pipes & Fittings	"
1.24	SW Pipes & Fittings	"
1.25	DWC Pipes	"
1.26	CI Valves	"
1.27	DI Valves	"
1.28	Pumps & Motors	"

19/09/2013

APPENDIX - B

Terms and Conditions

1. Rates

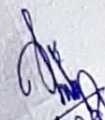
The inspection fee noted in Appendix 'B' is the percentage rate on the basic price of the materials and inclusive of all the statutory levies payable to Government as per rules. Apart from the above rates, no other charges like tour allowance etc. will be paid. Also no increase in the accepted rate shall be allowed during the currency of the contract under any circumstances. Any increase in statutory levies or imposition of levies at a later stage shall be absorbed by the inspection agency in the rate noted in Appendix 'C'.

2. Period of Contract

The period of contract is TWO years from the date of agreement or till a new contract is entered into. The TPIA should immediately submit the renewed certificates in case of expiry of certificates from NABL / NABCB etc., to the CE (HRD & GL). You are also obligated to maintain adequate technical staff in your organisation during the contract period.

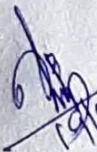
3. Inspection

- 3.1 You shall be responsible for the inspection and monitoring of the manufacture of pipes from raw material stage to finished product despatches and shall ensure continuous supervision of all the pipes and other items manufactured for the Kerala Water Authority by proper deployment of your staff. You shall have the responsibility for conducting the inspection of products from raw materials stage after ascertaining the methodology from the supplier. The Quality Assurance Plan (QAP) shall be finalised by you in consultation with the supplier. You shall also send a copy of the Quality Assurance Plan to the concerned Kerala Water Authority Officer for reference before the commencement of inspection. Instruction or request for inspection will be


19/04/2023

issued either by the Chief Engineer (HRD & GL) or by any of the field Officer not below the rank of an Executive Engineer of Kerala Water Authority.


- 3.2 The Kerala Water Authority will forward a copy of the Supply Order / Work Order placed with the supplier / Contractor to you as soon as it is issued. The manufacturer (supplier) shall submit their QAP within 7 days to you under intimation to the Purchasing Officer. You shall communicate your remarks, if any, on QAP within 7 days to the supplier with copy to the concerned Officer of Kerala Water Authority. A maximum of one month time will be allowed for the finalisation of QAP.
- 3.3 You shall carryout the inspection of the materials at the supplier's work anywhere in India in accordance with the specifications noted in the supply order, the Quality Assurance Plan and the relevant Indian Standard Specifications, prior to certification and the inspection shall include witnessing of the tests including the hydraulic test, performance tests, visual dimensional and physical checking of the finished product as per the relevant BIS standards and review of such inspection tests internally conducted by the supplier.
- 3.4 The final inspection of the finished product shall be commenced within 7 days from the date of receipt of call letter from the supplier / contractor as per QAP. Date of the proposed commencement of inspection should be reported to the concerned KWA Officer (Agreement Authority) well in advance.
- 3.5 All the inspected and approved materials shall have a distinct identification mark of the inspection agency and such mark shall be made on each and every piece of the item as per the purchase order, though actual tests have been carried out on the random samples as per ISI sampling and testing procedure.
- 3.6 You shall issue inspection certificate duly noting the quantity of each item offered for inspections, quantity accepted and rejected etc., immediately after the inspection.


19/09/2023

- 3.7 You shall also submit the complete test reports to the Purchasing Officer, direct, and copies to the consignees mentioned in the supply order as the case may be.
- 3.8 You shall not admit any deviation in the specifications of the supply order unless otherwise specifically approved by the Purchasing Officer.
- 3.9 You shall adopt a rational sampling procedure for conducting the different tests required as per the BIS standards.
- 3.10 You shall be responsible for the sampling of all the materials inspected and shall guarantee the quality of the materials as determined from the sampling and tests conducted.

4. Liquidated Damages

You shall compensate for any claim of the supplier for the delay on your part in finalisation of QAP / inspection of finished products. In case of any dispute over the quality of materials received at the consignee's end, the inspecting agency will have to conduct a joint inspection with the representative of the supplier, the consignee Executive Engineer and decide on the issue. If any lapse in the pre- delivery inspection is noticed, the inspection agency will forthwith refund all the amounts collected for the inspection of the particular consignment and/or carry out inspection of the replacement supplies free of inspection charges as may be decided by the concerned Engineer (EE / SE / CE). The decision of the Chief Engineer (HRD & GL) in the matter will be final and binding. The inspection agency shall also be jointly and severally responsible for compensating any loss that would be caused to Kerala Water Authority on account of such lapses. In case the Inspection agency is found to have failed in delivering their services in time and in sound technical practices, or if the inspection done were found to have failed in assuring the quality of materials dispatched to KWA, then, the concerned Engineer (EE / SE / CE) shall have the right to terminate the work awarded to the firm and rearrange the work. In such cases of performance failure observed on the part of the inspection agency, the


19/09/2023

concerned Engineer (EE / SE / CE) shall initiate action and realise the losses, if any sustained by Kerala Water Authority, from the firm.

5. Terms of payment


Kerala Water Authority may release the payment directly to you against invoice and inspection and release note issued by you for the inspection conducted, provided that the payment shall be, limited to accepted quantity only and the amount thus paid shall be deducted from the payment to the contractor. The charges for aborted inspection shall be borne by the contractor.

6. Security Deposit and Agreement.

You shall execute within 10 days from the date of this order an agreement in the prescribed form (specimen enclosed) in ₹ 200/- Kerala Stamp Paper for the satisfactory fulfillment of the contract after furnishing a security deposit of ₹ 5,00,000/- (Rupees Five Lakhs Only). The Security Deposit should be in the form of Demand Draft drawn in favour of Accounts Officer (Administration), Kerala Water Authority, Thiruvananthapuram and payable at State Bank of India, Kowdiar, Thiruvananthapuram or Bank Guarantee valid for three years from Nationalized / Scheduled Bank. If you fail to execute the agreement within the time prescribed, the contract is liable to be cancelled at your risk and cost and the EMD submitted along with the tender will be forfeited. Any loss incurred by the Authority on account of such alternative arrangement, will be recovered from you, but you will not be entitled to claim gains if any accruing thereby. The security deposit mentioned above is calculated based on the approximate value of the items proposed to be purchased within a period of 24 months.

7. General Rules.

The other existing rules governing the contracts with the Kerala Water Authority is applicable for this contract also. Your offer, the NIT of the tender No. 2023_KWA_581199_1, its amendments, the proceedings No. KWA-JB/511/2023-


12/09/2023

AE(SP) on 07-09-2023 and tender conditions (printed or otherwise) shall also form part of the contract.

8. Disputes

Disputes arising, if any, on this contract will be settled in the court in the Kerala State only. Any loss incurred by Kerala Water Authority on account of dispute raised in courts outside Kerala, in contravention of the condition, shall be borne by you.

TPIA

[Signature]
19/09/2023



के. बी. जयन / K. B. JAYAN

संयुक्त महा प्रबंधक (नि) / Joint General Manager (I)

राइट्स लिमिटेड / RITES LTD.

दक्षिण क्षेत्र, चेन्नई / Southern Region, Chennai



[Signature]
Chief Engineer (HRD & GL)

[Signature]
A/6

Chief Engineer (HRD & GL)


Kerala Water Authority

Jala Bhavan

Thiruvananthapuram - 695 033

APPENDIX - C
Rates for Inspection

Rate for Pre-delivery Inspection as per relevant IS regulations		
Item No.	Description of Work / Item(s)	Rate With Tax (% of the basic price of materials)
1.01	uPVC Pipes & Fittings (Pre-delivery Inspection)	0.25
1.02	PVC-O Pipes & Fittings (Pre-delivery Inspection)	0.23
1.03	PE Pipes & Fittings (Pre-delivery Inspection)	0.25
1.04	GRP Pipes & Fittings (Pre-delivery Inspection)	0.27
1.05	MS Pipes & Fittings (Pre-delivery Inspection)	0.27
1.06	GI Pipes & Fittings (Pre-delivery Inspection)	0.25
1.07	DI Pipes & Fittings (Pre-delivery Inspection)	0.25
1.08	CI Pipes & Fittings (Pre-delivery Inspection)	0.25
1.09	RCC Pipes & Fittings (Pre-delivery Inspection)	0.27
1.1	SW Pipes & Fittings (Pre-delivery Inspection)	0.29
1.11	DWC Pipes (Pre-delivery Inspection)	0.25
1.12	CI Valves (Pre-delivery Inspection)	0.29
1.13	DI Valves (Pre-delivery Inspection)	0.29
1.14	Pumps & Motors (Pre-delivery Inspection)	0.29


19/09/2023



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DY 270584

KERALA WATER AUTHORITY

AGREEMENT NO KWA/170/SP-10/2023-24, dt-30/09/23

Articles of agreement made on this 1st day of October ~~September~~

Two Thousand Twenty Three between the Chief Engineer (HRD & GL) for and on behalf of Kerala Water Authority (hereinafter called "the department" which expression shall where the authority context so admits, includes its successors in office and assigns) of the one part and M/s. Sgs India Pvt Ltd Regd. Off. SSR House, 4B, A.S. Marg, Lower Road, Vilechraon, Mumbai - 400083

[Name, address and e-mail of the firm] (Hereinafter called "the TPIA" which shall where the context so admits, includes their heirs executives, administrators and legal representatives) of the other part.

WHEREAS the department desirous of requesting the above firm for undertaking pre-delivery inspection of various items specified in Appendix A, which are to be procured by the department as per the rates, terms and conditions vide Appendix B

& 31181

No
Value Rs
Sold to
Dated on

100/-

Sgs India Pvt Ltd

Chennai 16.9.2023

P. RAVINDRANATHAN
DISTRICT COURT VENDOR
PALAKKAD



