

**Minutes of the 307th meeting of KWA held on 07/04/2008 at
2.30 p.m. in the Conference Hall, Kerala Water Authority,
Thiruvananthapuram.**

Members Present:

- | | |
|-------------------------------------|---------------------|
| 1. Sri. K. Jayakumar IAS | Chairman |
| 2. Sri. L.C. Goyal IAS | Member (Ex-Officio) |
| 3. Sri. Illickal Augusty | Member |
| 4. Sri. C. Ravindran | Member |
| 5. Sri. M. S. Gopakumar | Member |
| 6. Sri. C. Suresh Babu | Managing Director |
| 7. Sri. V.K. Girijavallabhan, IA&AS | Accounts Member |

Item No. I (1) Confirmation of the Minutes of the 306th Meeting held on 27/03/2008

The Authority confirmed the minutes of the 306th meeting held on 27/03/2008.

Item No. II (1) JBIC assisted KWSP – TVPM Scheme – Package 3 – Distribution systems - Extra cost due to change in class of uPVC pipes, non BoQ uPVC fittings, non BoQ DI specials and excess requirement of DI specials- approval

Res. No. 7642

This item was brought to the consideration of the Authority for approving the excess costs involved towards pipes and fittings supplied in excess of the BoQ items. The members expressed their doubt about the way in which the work of the JBIC projects are being executed. The 305th meeting of the Kerala Water Authority held on 16/02/2008 had approved certain excess quantity reported to be necessitated while executing the work. In this meeting also approval for executing excess quantity has been recommended. These quantities would have been anticipated earlier and should have been brought for the consideration of the Authority in a single Agenda note. Splitting up leads to doubt on the integrity. The members also remarked about the action of Chief Engineer, JBIC in exercising the powers of the Authority and later recommending to the Authority for ratification. This, in a way compels the Authority to ratify the action even though there is a difference of opinion in order to avoid future complication. The Chairman clarified that the action of the Chief Engineer, JBIC in approving provisional extension of contract period is as per the agreement condition and was done with good intention of completing the work without delay. Regarding the excess quantity

over BoQ it was clarified that the excess quantity, if any, can be assessed only on actual execution. The estimate was prepared based on surface conditions of the road over a pre-fixed alignment. However while executing, there may be deviation from the alignment fixed earlier due to the alignment of already existing pipeline as well as other service cables. Accepting this clarification, the Authority noted the procedure followed for arriving at the rates and the confirmation of reasonableness of the rates and quantity by the Chief Engineer and the recommendation of the Technical Committee. Based on this the Authority **resolved to approve the proposal for meeting the excess costs towards pipes and fittings amounting to Rs.1,97,77,867/- as per the following break up.**

Sl. No	Description	Excess
1	Cost due to change in class of uPVC pipes	1,16,15,317
2	DI specials in BoQ in excess of BoQ and above 25% of BoQ	8,95,515
3	DI specials (Non – BoQ)	44,71,840
4	uPVC fittings (Non BoQ)	27,95,195
	Total	1,97,77,867

Item No. II (2)

JBIC Assisted KWSP- Pattuvam and Adjoining Villages – Package II – Transmission Mains – Variation in different types of pipes and fittings and Extra cost due to non – BoQ items – approval

Res. No. 7643

The Authority noted the variation in quantities of pipes and fittings and amounts involved in the Package II works of Pattuvam as detailed in the Agenda Notes. It was found that there would be a total excess of Rs.2,81,20,805. In the Package as on date, which is inclusive of the enhancement in provisional sum of Rs. 2,72,52,332 already approved by the board vide Resolution No. 7372 dated 07/05/07. The accepted contract sum is Rs.102,88,95,103. The excess as on date is 2.7%.

On the basis of the recommendation of the Technical Committee, the Authority **resolved to approve the excess amount of Rs. 8,68,473.00 as per the break-up given below.**

Total excess (BoQ + Non BoQ items):

1. DI pipes and fittings	: (-)	71,17,107.00
2. UPVC pipes and fittings	: (-)	29,17,503.00
3. PE pipes and fittings	: (+)	1,73,663.00
4. MS pipes and fittings	: (+)	1,07,29,420.00
Net variation	: (+)	8,68,473.00 (Excess)

Item No. II (3) *Approval of rate for the Non BoQ DI specials for Package II A & B, Kozhikkode*

Res. No. 7644 The Authority noted the item in detail. The Managing Director clarified that the additional quantity of DI specials required are as per the actual site condition and which were not anticipated at the time of estimation. As per conditions of the agreement with the contracting firm, payment has to be made for any excess quantity executed exceeding the BoQ. Considering this and after discussion, the Authority **resolved to approve the additional quantities of DI specials for Package 2 A at an additional cost Rs.15,11,288/- and for package 2 B at a cost of Rs.113,86,790/- as detailed in the agenda note**

Item No. II (4) *JBIC Assisted KWSP - Package II Thiruvananthapuram / Kozhikode2A / Kozhikode2B / Meenad/Pattuvam-Time Extension*

Res. No. 7645 The Authority noted that the Chief Engineer, JBIC had exercised the powers of the Authority and now placed before the Authority for the ratification of his action. The Authority opined that even if there is a difference of opinion, the Authority is being compelled to ratify the action of the Chief Engineer. The Chairman clarified that the action taken by the Chief Engineer is in good intension that the work should not be delayed for want of extension of contract period. The Authority has the liberty to take any decision. Considering their explanation and as per the recommendation of the Technical Committee, the Authority **resolved to ratify the action of Chief Engineer in granting Interim Time Extension for 3 months for the Package II works of Thiruvananthapuram/ Kozhikode (2A and 2B) / Meenad / Pattuvam schemes with the condition that there shall not be any additional financial commitment on Kerala Water Authority in granting extension of contract period. The Authority also directed the TECC / Chief Engineer to finalize the terms and conditions of the supplementary agreement to be executed for the extension immediately avoiding further delay.**

Item No. II (5) JBIC Assisted KWSP- Thiruvananthapuram City Regio Package I - Intake Works and Treatment Plant- Extension of contract period

Res. No. 7646 The Authority noted that this item relates to extension of contract period for the above work till 30/11/2008. The reason put forth by the contracting firm M/s. Degremont for the delay is owing to continuous and extended rainfall and due to unforeseen earthwork in Chlorine contact tank area. It is informed that altogether there was a loss of 202 days. The Consultant M/s. TEC informed that the reasons put forth by the contracting firm are acceptable even though they could have accelerated the work with better planning under the given conditions. The Authority after discussion resolved to approve the extension of contract period up to 30/11/2008 subject to the following conditions:

1. Even though the final completion period is extended up to 30/11/2008, M/s. Degremont shall complete the works well in advance for making available the treated water for testing of package-II works
2. There shall not be any additional financial commitment to Kerala Water Authority on account of the contract period extension.
3. M/s. Degremont is eligible for price escalation, if any, as provided in original contract, but only up to 09/04/2008. Any request for escalation beyond this period will not be considered under any circumstances.

A suitably worded supplemental agreement agreeing to the above conditions and extension of contract period up to 30/11/2008 shall be executed immediately.

Item No. II (6) JBIC Assisted KWSP - Thiruvananthapuram Package 2 - Transmission Mains -Time extension

Res. No. 7647 The Authority discussed the agenda item in detail and observed that the extension of time of completion has been proposed mostly due to the problems faced by the Project Implementation Unit in making available the Right of Way for the pipe laying and some of the sites yet to be handed over to the Contractor for allied civil works components. The time taken for re-confirmatory tests on the DI pipes also contributed to the delay in DI pipe laying. The Managing Director and the Project Implementation Unit staff who were specially invited to the Board meeting explained that the Contractor has agreed to absorb the contract administration costs and inventory carrying cost etc. in lieu of the revised payment terms proposed and hence all the delay claims and idling costs up

to 26.02.2008 (the original time of completion) will be avoided. Only the price escalation clause would be applicable now. It is also clarified to the Authority that the L.D. clause as per contract would be applicable during the extended time of completion, through L.D. has been recommended to be waived for the delays that happened within the original time of completion for reasons explained in the agenda notes.

After detailed discussions, the Authority resolved to extend the time of completion of the Package 2 works of the Thiruvananthapuram scheme upto 28/02/09 subject to the following conditions as recommended by M/s. TEC and Technical Committee.

1. The Time of Completion shall be extended up to 28th February 2009 as requested by the Contractor without imposition of Liquidated Damages.
2. The Works shall be divided into appropriate Sections for completion: DI Pipe, MS Pipe, Other Pipes and Telemetry/Rechlorination/Booster Pumping stations & associated items. The Contractor M/s L & T Ltd shall provide the revised programme of works with clearly defined targets and time limits within which the Employer and Engineer have to assure the permits and approvals. The Revised programme shall be supplied within 2 weeks of signing the supplemental Agreement for Time Extension, to the Resident Engineer, Thiruvananthapuram and KWA Regional Office, Thiruvananthapuram. The same shall be approved by the TECC, in consultation with the Employer immediately.
3. M/s. L&T Ltd shall guarantee to maintain the agreed clause 14.1 Time Schedule and take immediate steps to remedy any deviations from it.
4. M/s L & T Ltd shall drop any existing time related claims and shall not seek any additional time related costs or claims up to and including 26th February 2008.
5. There is no change in the amounts given in Schedule P2 – General and Preliminaries for the period up to 28th February 2009.
6. All insurances and bonds required under the Contract shall be maintained by M/s L & T Ltd at no additional cost to the Employer.
7. Any price variation shall be in accordance with Addendum 1 of Bid Documents attached to the Contract and the

original/revised approved work programme.

8. M/s L& T shall clearly state the time at which they require the permissions from various agencies.
9. Regarding the confirmatory test on DI pipes, they shall be eligible for the sample cutting charges only for which they may submit their claim.
10. There shall be a joint monthly review of the progress every month to take decisions immediately on the course of action to be followed as revealed in the reviews.
11. KWA shall make available all pending permissions as per the approved revised work programme. The Project Director, Kerala Water Authority shall be primarily responsible for close follow ups on all pending permissions. Further delays leading to project completion beyond the extended period of completion shall be dealt with on merit.
12. M/s L&T Ltd shall endeavour to complete the Telemetry/Rechlorination/Booster Pumping stations and associated items within the current time extension. However, as the completion of this Section of the Works is dependent on progress in other packages outside the control of M/s L & T Ltd, the Employer will, if necessary, negotiate a time extension beyond 28th February 2009 relating to this Section of the Works and for Final Commissioning.
13. The minimum amount of the Interim Payment Certificates shall be reduced to Rs.50 lakhs, but only one invoice shall be raised in a month.
14. An additional 30% shall be paid for the pipes and fittings supplied upto 26th February 2008 against Bank Guarantee and proportionately adjusted from running bills.
15. The Liquidated Damages clause as per original contract shall be applicable for any delays on the part of the contractor during the extended time period.
16. A supplemental agreement agreeing to these conditions and the extension of the Time of Completion shall be executed immediately.

Item No. II (7)

*JBIC Assisted KWSP - Meenad and adjoining villages Package 2
- Transmission Mains - Time extension*

Res. No. 7648

The Authority discussed the agenda item in detail and observed that the extension of time of completion has been proposed mostly due to the problems faced by the Project Implementation Unit in making available the Right of Way for the pipe laying and some of

the sites yet to be handed over to the Contractor for allied civil works components. The time taken for re-confirmatory tests on the DI pipes also contributed to the delay in DI pipe laying. The Managing Director and the Project Implementation Unit staff who were specially invited to the Board meeting explained that the Contractor has agreed to absorb the contract administration costs and inventory carrying cost etc. in lieu of the revised payment terms proposed and hence all the delay claims and idling costs upto 26.02.2008 (the original time of completion) will be avoided. Only the price escalation clause would be applicable now. It is also clarified to the Authority that the L.D. clause as per contract would be applicable during the extended time of completion, though L.D. has been recommended to be waived for the delays that happened within the original time of completion for reasons explained in the agenda notes.

After detailed discussions, the Authority **resolved to extend the time of completion of the Package 2 works of the Meenad scheme upto 31st December 2008 subject to the following conditions as recommended by M/s. TEC and Technical Committee.**

- 1. The Time of Completion shall be extended up to 31st December 2008 as requested by the Contractor without imposition of Liquidated Damages.**
- 2. The Works shall be divided into four Sections for completion: DI Pipe, MS Pipe, Other Pipes and Telemetry/Rechlorination/Booster Pumping stations & associated items. The Contractor M/s Subhash Projects & Marketing Ltd shall provide completion dates for each Section with a revised Clause 14.1 Time Schedule with clear monthly targets identified within which the Employer and Engineer have to assure the permits and approvals. The revised programme shall be supplied within 2 weeks of signing the Supplemental Agreement for Time Extension, to the Resident Engineer, Meenad and KWA Regional Office, Meenad. The same shall be approved by the TECC, in consultation with the Employer immediately.**
- 3. M/s Subhash Projects & Marketing Ltd shall guarantee to maintain the agreed Clause 14.1 Time Schedule and take immediate steps to remedy any deviations from it.**
- 4. M/s Subhash Projects & Marketing Ltd shall drop any existing time related claims and shall not seek any additional time related costs or claims up to and including 26th February 2008.**

5. There is no change in the amounts given in Schedule P2 – General and Preliminaries for the period up to 31st December 2008.
6. All insurances and bonds required under the Contract shall be maintained by M/s Subhash Projects & Marketing Ltd at no additional cost to the Employer.
7. Any price variation shall be in accordance with Addendum 1 of Bid Documents attached to the Contract and the original/revised approved work programme.
8. M/s Subhash Projects & Marketing Ltd shall clearly state the time at which they require the permission from various agencies.
9. There shall be a joint review of the progress every month to take decisions immediately on the course of action to be followed, as revealed in the reviews.
10. KWA shall make available all pending permissions as per the approved revised work programme. The Project Manager, Kerala Water Authority primarily responsible for close follow ups on all pending permissions. Further delays leading to project completion beyond the extended period of completion shall be dealt with on merit. KWA shall obtain all National Highway permissions by 1st June 2008. In the event this permission is not obtained by 1st June 2008 then the construction will be completed 6 months from the date the Contractor receives written notification of the permission being obtained. If the 6 month period extends beyond the Extended Time for Completion then a revised Time for Completion for this Section of the Works will be awarded by Employer, on the above basis.
11. M/s Subhash Projects & Marketing Ltd shall endeavour to complete the Telemetry/Rechlorination/Booster Pumping stations and associated items within the current time extension. However, as the completion of this Section of the Works is dependent on progress in other packages outside the control of M/s Subhash Projects & Marketing Ltd, the Employer will, if necessary, negotiate a time extension after 31st December 2008 relating to this Section of the Works and for Final Commissioning.
12. The minimum amount of the Interim Payment Certificates shall be reduced to Rs.50 lakhs, but only one invoice shall be raised in a month.
13. An additional 30% shall be paid for the pipes and fittings supplied upto 26th February 2008 against Bank Guarantee and proportionately adjusted from the running bills.
14. The Liquidated damages clause as per original contract

shall be applicable for any delays on the part of the contractor during the extended time period

15. A supplemental agreement agreeing to these conditions and the extension of the Time of Completion shall be executed immediately.

Item No. II (8)

JBIC Assisted KWSP - Meenad and adjoining villages –Package I- Intake Works and Water Treatment Plant – Time Extension

Res. No. 7649

The Authority noted the item in detail and after discussion resolved to approve the proposal to grant an Interim extension of contract period by 3 months for the Package I of Meenad scheme, subject to the condition that the question of any Liquidated Damages to be levied shall be decided after examining the proposals for Time Extension in detail by the TECC.

Item No. II (9)

JBIC Assisted KWSP - Pattuvam and adjoining villages Package 2 – Transmission Mains –Time extension

Res. No. 7650

The Authority discussed the agenda item in detail and observed that the extension of time of completion has been proposed mostly due to the problems faced by the Project Implementation Unit in making available the Right of Way for the pipe laying and some of the sites yet to be handed over to the Contractor for allied civil works components. The time taken for re-confirmatory tests on the DI pipes also contributed to the delay in DI pipe laying. The Managing Director and the Project Implementation Unit staff who were specially invited to the Board meeting explained that the Contractor has agreed to absorb the contract administration costs and inventory carrying cost etc. in lieu of the revised payment terms proposed and hence all the delay claims and idling costs upto 26.02.2008 (the original time of completion) will be avoided. Only the price escalation clause would be applicable now. It is also clarified to the Authority that the L.D. clause as per contract would be applicable during the extended time of completion, though L.D. has been recommended to be waived for the delays that happened within the original time of completion for reasons explained in the agenda notes.

After detailed discussions, the Authority resolved to extend the time of completion of the Package 2 works of the Pattuvam scheme upto 31st March 2009 subject to the following conditions as recommended by M/s. TEC and Technical Committee.

1. **The Time for Completion will be extended up to as requested by the contractor without imposition of Liquidated Damages.**
2. **The Works will be divided into four Sections for completion: DI Pipe, MS Pipe, Other Pipes and Telemetry/Rechlorination/Booster Pumping stations and associated items. M/s Subash Projects & Marketing Ltd shall provide completion dates for each Section with a revised Clause 14.1 Time Schedule with clear monthly targets identified within which the Employer and the Engineer shall assure the permits and approvals. The revised programme shall be supplied within 2 weeks of signing the supplemental Agreement for Time Extension, to the Resident Engineer, Pattuvam and KWA Regional Office, Pattuvam. The same shall be approved by TECC in consultation with the Employer immediately.**
3. **M/s Subash Projects & Marketing Ltd shall guarantee to maintain the agreed Clause 14.1 Time Schedule and take immediate steps to remedy any deviations from it.**
4. **M/s Subash Projects & Marketing Ltd shall drop any existing time related claims and shall not seek any additional time related costs or claims up to and including 26th February 2008.**
5. **There is no change in the amounts given in Schedule P2 – General and Preliminaries for the period up to 31st March 2009.**
6. **All insurances and bonds required under the Contract shall be maintained by M/s Subash Projects & Marketing Ltd at no additional cost to the Employer.**
7. **Any price variation shall be in accordance with Addendum 1 of Bid Documents attached to the contract and the original/revised approved work programme.**
8. **M/s. Subash Projects & Marketing Ltd shall clearly state the time at which they require the permission from various agencies. The Project Director, Kerala Water Authority shall be primarily responsible for close follow up on all pending permissions.**
9. **There shall be a joint monthly review of progress every month to take decisions immediately on the course of action to be followed as revealed in the reviews.**
10. **KWA shall make available all pending permissions as per the approved revised work programme. The Project Director, Kerala Water Authority shall be primarily responsible for close follow ups on all pending permissions. Further delays leading to project completion beyond the**

extended period of completion shall be dealt with on merit.

11. M/s Subash Projects & Marketing Ltd will endeavour to complete the Telemetry/Rechlorination /Booster Pumping stations and associated items within the current time extension. However, as the completion of this Section of the Works is dependent on progress in other packages outside the control of M/s Subash Projects & Marketing Ltd if necessary, the Employer will negotiate a time extension after 31st March 2009 relating to this Section of the Works and for Final Commissioning.
12. The minimum amount of the Interim Payment Certificates shall be reduced to Rs.50 lakhs, but only one invoice shall be raised in a month.
13. An additional 30% will be paid for the pipes and fittings supplied upto 26th February 2008 against Bank Guarantee and proportionately adjusted from the Running Bills.
14. The L D clause as per original contract shall be applicable for any delays on the part of the contractor during the extended time period.
15. A supplemental agreement agreeing to these conditions and the extension of the time for completion shall be executed immediately

Item No. II (10)

JBIC Assisted KWSP - Package 2A of Kozhikode Scheme – Transmission Mains –Time extension

Res. No. 7651

The Authority discussed the agenda item in detail and observed that the extension of time of completion has been proposed mostly due to the problems faced by the Project Implementation Unit in making available the Right of Way for the pipe laying and some of the sites yet to be handed over to the Contractor for allied civil works components. The time taken for re-confirmatory tests on the DI pipes also contributed to the delay in DI pipe laying. The Managing Director and the Project Implementation Unit staff who were specially invited to the Board meeting explained that the Contractor has agreed to absorb the contract administration costs and inventory carrying cost etc. in lieu of the revised payment terms proposed and hence all the delay claims and idling costs upto 26.02.2008 (the original time of completion) will be avoided. Only the price escalation clause would be applicable now. It is also clarified to the Authority that the L.D. clause as per contract would be applicable during the extended time of completion, through L.D. has been recommended to be waived for the delays that happened within the original time of completion for reasons explained in the agenda notes.

After detailed discussions, the Authority resolved to extend the time of completion of the Package 2 A works of the Kozhikode scheme upto 30th April 2009 subject to the following conditions as recommended by M/s. TEC and Technical Committee.

1. The Time of Completion shall be extended up to 30th April 2009 as requested by the Contractor without imposition of Liquidated Damages.
2. The Works shall be divided into appropriate Sections for completion: DI Pipe, MS Pipe, Other Pipes and Telemetry/Rechlorination/Booster Pumping stations & associated items. The Contractor M/s L& T Ltd shall provide the revised programme of works with clearly defined targets and time limits within which the Employer and Engineer have to assure the permits and approvals. The Revised programme shall be supplied within 2 weeks of signing the supplemental Agreement for Time Extension to the Resident Engineer, Kozhikkode and KWA Regional Office, Kozhikkode. The same shall be approved by the TECC, in consultation with the Employer immediately.
3. M/s L & T Ltd shall guarantee to maintain the agreed clause 14.1 Time Schedule and take immediate steps to remedy any deviations from it.
4. M/s L & T Ltd shall drop any existing time related claims and shall not seek any additional time related costs or claims up to and including 26th February 2008.
5. There is no change in the amounts given in Schedule P2 – General and Preliminaries for the period up to 30th April 2009.
6. All insurances and bonds required under the Contract shall be maintained by M/s L & T Ltd at no additional cost to the Employer.
7. Any price variation shall be in accordance with Addendum 1 of Bid Documents attached to the Contract and the original/revised approved work programme.
8. M/s L& T shall clearly state the time at which they require the permissions from various agencies.
9. Regarding the confirmatory test on DI pipes, they shall be eligible for the sample cutting charges only for which they may submit their claim.
10. There shall be a joint monthly review of the progress every month to take decisions immediately on the course of action to be followed, as revealed in the reviews.
11. KWA shall make available all pending permissions as per

the approved revised work programme. The Project Director, Kerala Water Authority shall be primarily responsible for close follow ups on all pending permissions. Further delays leading to project completion beyond the extended period of completion shall be dealt with on merit.

12. M/s L&T Ltd shall endeavour to complete the Telemetry/ Rechlorination/ Booster Pumping stations and associated items within the current time extension. However, as the completion of this Section of the Works is dependent on progress in other packages outside the control of M/s L & T Ltd, the Employer will, if necessary, negotiate a time extension beyond 30th April 2009 relating to this Section of the Works and for Final Commissioning.
13. The minimum amount of the Interim Payment Certificates shall be reduced to Rs.50 lakhs, but only one invoice shall be raised in a month.
14. An additional 30% shall be paid for the pipes and fittings supplied upto 26th February 2008 against Bank Guarantee and proportionately adjusted from running bills. The revised payment terms shall also apply to pipes already produced and kept at the Chennai factory and also for pipes waiting for rolling at the Chennai factory before August 2007 for want of road clearance and/or stacking constraints, but the MS plates for which had been delivered at the factory before August 2007. This shall be subject to production of documentary proof and also subject to conversion of plates into pipes before 30.04.2008 and delivery of pipes at site before 31.05.2008. The revised payment will be made only after delivery of pipes.
15. The Liquidated damages clause as per original contract shall be applicable for any delays on the part of the contractor during the extended time period.
16. A supplemental agreement agreeing to these conditions and the extension of the Time of Completion shall be executed immediately.

Item No. II (11)

JBIC Assisted KWSP - Package 2B of Kozhikode Scheme – Transmission Mains – Time extension

Res. No. 7652

The Authority discussed the agenda item in detail and observed that the extension of time of completion has been proposed mostly due to the problems faced by the Project Implementation Unit in making available the Right of Way for the pipe laying and some of the sites yet to be handed over to the Contractor for allied civil works components. The time taken for re-confirmatory tests on

the DI pipes also contributed to the delay in DI pipe laying. The Managing Director and the Project Implementation Unit staff who were specially invited to the Board meeting explained that the Contractor has agreed to absorb the contract administration costs and inventory carrying cost etc. in lieu of the revised payment terms proposed and hence all the delay claims and idling costs upto 26.02.2008 (the original time of completion) will be avoided. Only the price escalation clause would be applicable now. It is also clarified to the Authority that the L.D. clause as per contract would be applicable during the extended time of completion, through L.D. has been recommended to be waived for the delays that happened within the original time of completion for reasons explained in the agenda notes.

After detailed discussions, the Authority resolved to extend the time of completion of the Package 2 B works of the Kozhikode scheme upto 30th April 2009 subject to the following conditions as recommended by M/s. TEC and Technical Committee.

1. The Time of Completion shall be extended up to 30th April 2009 as requested by the Contractor without imposition of Liquidated Damages.
2. The Works shall be divided into appropriate Sections for completion: DI Pipe, MS Pipe, Other Pipes and Telemetry/Rechlorination/Booster Pumping stations & associated items. The Contractor M/s L & T Ltd shall provide the revised programme of works with clearly defined targets and time limits within which the Employer and Engineer have to assure the permits and approvals. The Revised programme shall be supplied within 2 weeks of signing the supplemental Agreement for Time Extension to the Resident Engineer, Kozhikkode and KWA Regional Office, Kozhikkode. The same shall be approved by the TECC, in consultation with the Employer immediately.
3. M/s L & T Ltd shall guarantee to maintain the agreed clause 14.1 Time Schedule and take immediate steps to remedy any deviations from it.
4. M/s L & T Ltd shall drop any existing time related claims and shall not seek any additional time related costs or claims up to and including 26th February 2008.
5. There is no change in the amounts given in Schedule P2 – General and Preliminaries for the period up to 30th April 2009.
6. All insurances and bonds required under the Contract shall

be maintained by M/s L & T Ltd at no additional cost to the Employer.

7. Any price variation shall be in accordance with Addendum 1 of Bid Documents attached to the Contract and the original/revised approved work programme.
8. M/s L& T shall clearly state the time at which they require the permissions from various agencies.
9. Regarding the confirmatory test on DI pipes, they shall be eligible for the sample cutting charges only for which they may submit their claim.
10. There shall be a joint monthly review of the progress every month to take decisions immediately on the course of action to be followed as revealed in the reviews.
11. KWA shall make available all pending permissions as per the approved revised work programme. The Project Director, Kerala Water Authority shall be primarily responsible for close follow ups on all pending permissions. Further delays leading to project completion beyond the extended period of completion shall be dealt with on merit.
12. M/s L&T Ltd shall endeavour to complete the Telemetry/ Rechlorination/ Booster Pumping stations and associated items within the current time extension. However, as the completion of this Section of the Works is dependent on progress in other packages outside the control of M/s L & T Ltd, the Employer will, if necessary, negotiate a time extension beyond 30th April 2009 relating to this Section of the Works and for Final Commissioning.
13. The minimum amount of the Interim Payment Certificates shall be reduced to Rs.50 lakhs, but only one invoice shall be raised in a month.
14. An additional 30% shall be paid for the pipes and fittings supplied upto 26th February 2008 against Bank Guarantee and proportionately adjusted from running bills.
15. The Liquidated damages clause as per original contract shall be applicable for any delays on the part of the contractor during the extended time period.
16. A supplemental agreement agreeing to these conditions and the extension of the Time of Completion shall be executed immediately.

Item No. II (12)

JBIC assisted KWSP - Institutional Strengthening – Procurement of Equipment and Tools

Res. No. 7653

The Authority noted that the equipments and tools proposed to be procured are for the day to day use of Kerala Water Authority as a

whole and hence after discussion resolved to approve the list of equipments and tools to be procured at an estimated cost of Rs. 10 Crores and to approve the revised packaging and procurement methodology subject to concurrence by JBIC.

Package Name	Equipments	Budgetary Amount (INR)	Procurement Methodology
Procurement of Maintenance Equipment	Angle grinder	6,12,000	International Shopping
Procurement of Leakage Detection Equipment	Metal pipe and cable locator, metal locator, non metallic pipe locator, leak noise correlator, pressure sensor, digital sound (water leak) detector, clip on ultra sonic flow meter 500 mm., clip on ultra sonic flow meter 1500 mm.	45,620,000	International Shopping
Procurement of Bulk Meter	Bulk flow meter for pipe diameter 150 mm., 200 mm., 300 mm., 400 mm., 500 mm. and related fittings and accessories	34,280,000	International Shopping
Procurement of Laboratory Equipment -I	Atomic absorption photo-meters, micro-processor based gas chromatographer, UV visible spectrometer, UV pollution analyser	6,821,000	International Shopping
Procurement of Laboratory Equipment -II	Electronic balance, pH analyser, flame photometers, spectro-photometers, refrigerator, water bath, autoclave, pH test kit, turbidity meter, field test kit, incubator, digital pH meter, chlorine test kit, distilled water system, advanced binocular research microscope	4,090,400	International Shopping
Procurement of Office Equipment	LCD projector, colour plotter	425,000	International Shopping
Procurement of DG Set	DG set 125 KVA capacity	1,500,000	Local Competitive Bidding
Procurement of Vehicle	Tanker lorry 10,000 litre, repair van	6,600,000	Local Competitive Bidding

The Authority directed the Managing Director that detailed tender notice shall be published in National dailies having wide circulation all over India and also forward e-mails to reputed

manufacturers both in India as well as abroad. The tender shall be submitted in 2 or 3 cover system basis so that the price bid received in separate cover can be opened only of those who had been technically qualified on detailed evaluation for the materials offered.

Item No. II (13) JBIC assisted KWSP - Institutional Strengthening – Procurement of Services – KWA Utility Management Development Programme – Request for approval for Implementation

Res. No. 7654 The Authority discussed the item in detail and resolved to implement the proposed Management Development Programme through IIM – Bangalore. As a first step 30 officers may be trained and training of further batches may be considered after reviewing the effectiveness of the training of the first batch. The Authority further resolved that the selection of the trainees shall be strictly based on a pre-defined criteria which shall also contain a stipulation that the employees undergoing the training shall work in the organization for a continuous period of at-least 3 years on completion of the training. However this condition shall be relaxed in the case of employees who are due for retirement shortly wherein they shall atleast work for a period of one year on completion of training before superannuation.

Item No. II (14) JBIC assisted KWSP - Institutional Strengthening – Terms of Reference for Engagement of Management Consultant for Preparation and Implementation of Strategic Development Plan, Organisation Rearrangement Plan, Policy/Procedural Reforms-Status Update.

Res. No. 7655 The Authority noted the contents and resolved to keep the ToR approved vide Resolution No. 7519 of the 301st meeting of Kerala Water Authority held on 29.09.2007 in abeyance till the working Committee recommends for external assistance if any required.

Item No. III (1) ARWSS to Vallicode, Kodumon and Angadical villages – Supplying and laying 250 mm CI CL LA pumping main from sump at treatment plant site to GL tank at Zeonkunnu – tender

Res. No. 7656 The Authority resolved to accord sanction to award the work of Supplying and laying 250 mm CI CL LA pumping main from sump at treatment plant site to GL tank at Zeonkunnu for ARWSS to Vallicode, Kodumon and Angadical villages to Sri. Sivaparasad at his quoted rate of Rs. 178,57,590/- which is 13.74% above estimated PAC. Since the rate quoted by the

lowest tenderer Sri. Sivaprasad is inclusive of CED, the benefit of CED has to be passed on to Kerala Water Authority and the executing Authority shall confirm the timely issue of the exemption certificate to the tenderer.

Item No. III (2) ARWSS to Veliyannur and adjoining villages LIC aided augmentation of CWSS to Vaikom and nearby panchayats – construction of substation building at Chengalapalam

Res. No. 7657 The Authority noted the tender in detail. The Managing Director informed the Authority that the high rate of excess quoted is due to the untimely increase in the cost of cement and steel since the revision of the Schedule of Rate in April 2007. However after discussion the Authority resolved to approve the lowest tender of Sri. Babu Thomas at a total cost of Rs. 28,65,789/- (Rs. Twenty eight lakhs sixty five thousand seven hundred and eighty nine only) including cost of materials which is 25% above the tendered PAC of Rs. 22,92,631/-. The Authority also resolved that in the event, the contractor is not willing to take the work at this rate, then to re-tender the work.

Item No. III (3) CARWSS to Elappara and adjoining villages -- Supplying and laying 350mm DI (K9) Raw water pumping main for a length of 410m. Tender No.2/07-08.

Res. No. 7658 The Authority noted the tender in details. It is noted that the contractor had offered to take up the work at a rate which is 45.02% above the estimate rate. The Managing Director informed that the higher rate quoted is owing to the higher cost of DI pipes. After discussion, the Authority resolved to approve the lowest tender submitted by Sri. Robin Mathew at a total cost of Rs. 22,37,905/- (Rupees Twenty two lakhs thirty seven thousand nine hundred and five only) including cost of pipes and materials which is 30% above the estimate rate of Rs. 17,21,465/-. This amount approved is inclusive of CED for the pipes and this CED amount shall be recovered from the bills of the contractor as per the ED exemption ordered by Government of India for which the requisite exemption certificate shall be made available as per rules from the competent authority. the Authority also resolved that if the contractor is not willing to take up the work at the cost now offered, the work shall be re-tendered after revising the estimate to the current schedule of rates/estimated cost of pipes, if required.

Item No. III (4) Water Supply Augmentation to Parur Municipality and adjoining Panchayats – Improvements to Chowara Head works and Laying Pumping Main from Chowara to Parur sump

Res. No. 7659

The Authority noted that the said work was awarded to Kerala State Construction Corporation Ltd., a Government of Kerala undertaking. The issue now presented before the Authority is for the waiver of the fine imposed for the delay in completion of the work. The Managing Director informed that the components required for the commissioning of the scheme was completed before the expiry of extended completion date. The balance work which exceeded the extended the completion date were unimportant components and that these works hadn't affected in any way in the functioning of the project. Considering these aspects and considering that contracting firm is a Government of Kerala undertaking and that the scheme had already been commissioned, the Authority **resolved to extend the time of completion of the work revoking the penalty already imposed up to 30/9/2006. This extension granted shall not be quoted in any other cases a precedence as this is given as a very special case where the contractor is a Public Sector Undertaking.**

Item No. III (5) LIC Aided Interim Augmentation of UWSS to Thalassery and adjoining towns – Supply, erection, testing and commissioning of 2 Nos. centrifugal pump set and connected works at sump and pump house at Konorvayal for pumping water to OH tank at Moorakunnu–Tender-Explanation

Res. No. 7660

The Authority noted the item in detail and after discussion **resolved to accept the explanation given by the Chief Engineer, Northern Region and not to pursue the matter further.**

Item No. III (6) Estt - Enhanced rate of dearness allowance to employees – ratification

Res. No. 7661

The Authority **resolved to ratify the action of the Managing Director in extending the benefits of the GO (P) No.91/08/Fin. dated, 16.02.2008 to the employees of Kerala Water Authority also in anticipation of formal sanction from the Board.**

Item No. III (7) Estt-Relaxation of economy measures – Restoration of withheld allowances to Provisional employees appointed between 16.01.2002 to 31.05.2003

The Authority deferred the item and directed the Managing Director to place before it the details of amount involved and whether this amount has since been disbursed to the incumbent.

Item No. III (8) Regularization of Shri.E.M.Padmaraj, NMR Operator in the unqualified list instead of qualified hands with effect from 1.04.1989 – due to omission

Res. No. 7662 The Authority **resolved to recommend to Government for regularizing Sri.E.M.Padmaraj, Operator with effect from 01/04/1989 and to sanction all attendant benefits of Regular Establishment of with effect from 01/04/1989, i.e., the date of regularization.**

Item No. III (9) Estt-Request of MobilePhone for the Principal Information Officer

Res. No. 7663 The Authority discussed the item in detail and **resolved to approve the proposal of a BSNL Mobile phone connection to the Principal Information Officer alone as per plan 325, which is with a talktime of Rs. 100/- and the monthly payment by Kerala Water Authority will be limited to Rs. 325/- and any amount exceeding Rs. 325/- shall be borne by the Principal Information Officer.**

Item No. IV (1) Budget Estimates for the year 2008-09 and the Revised Estimates for the year 2007-08.

Res. No. 7664 The Authority noted the modified Budget Estimate for the year 2008-09 and the revised estimate for the 2007-08 modified as per the suggestions put forth in its 306th meeting held on 27/06/2008 and after discussion, **resolved to accept the modified abstract of budget and further ^{resolved} recommended to ^{recommend} submit the detailed Budget for the year 2008-09 for approval ^{to Government} incorporating the modifications now approved.**

Item No. IV (2) LIC aided Water Supply Scheme to Cheekkode and adjoining villages-Construction of 41 mld output capacity Water Treatment Plant (Rapid Sand Filter) and allied structures at Rayancode in Malappuram District-Tender-Sanction

Res. No. 7665 The Authority noted that the tender presented before it is for the construction of treatment plant and that the lowest tenderer had offered to execute the work at a rate of 21.88% below the estimate rate. Considering these aspects and the past performance of the contractor, the Authority **resolved to approve the tender submitted by M/s. Purnachandra Rao, Vijayawada for the said work at a total cost of Rs. 387.50 lakhs which is 21.88% below the estimated cost of Rs. 496.00 lakhs.**


SECRETARY


MANAGING DIRECTOR


CHAIRMAN