

KERALA WATER AUTHORITY



KIIFB Project: TRAN 10: WRD025-06 - WSS to Ayyappankovil Panchayath-PART-II , Package III- Design and construction of check dam across Periyar river at Thonithady

Re-E-Tender No:26/2021-22/SE/PHC/MVPA

DueDate:15.02.2022 up to 4.00 PM

NOTICE INVITING TENDER

**OFFICE OF THE SUPERINTENDING ENGINEER
P.H. CIRCLE
KERALA WATER AUTHORITY
MUVATTUPUZHA
KERALA STATE
TEL : 0485 – 2835637**

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1. GENERAL TENDER TERMS & CONDITIONS FOR KERALA STATE E-PROCUREMENT SYSTEM THROUGH <https://www.etenders.kerala.gov.in>

This tender is an e-Tender and is being published online for the
**KIIFB Project: TRAN 10: WRD025-06 - WSS to Ayyappankovil Panchayath-PART-II ,
Package III- Design and construction of check dam across Periyar river at Thonithady**

The tender is invited in **ONE** 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 abovementioned procurement portal.

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

A). Online Bidder registration process:

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

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

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

ii. **Pre-bid meeting:** As mentioned in the tender documents.

Tenderer Tendering Authority

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

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

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

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

C). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

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

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

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

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

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

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

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

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

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

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

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank

7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

B) Internet Banking Options (Corporate)

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

17	JantaSahakari Bank
18	Jammu & Kashmir Bank
19	Karur Vysya Bank
20	Kotak Bank

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

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

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

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

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

E). SUBMISSION PROCESS:

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

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

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

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

KERALA WATER AUTHORITY
NOTICE INVITING FOR TENDER WORK
G.W.D FORM NO.83

Electronic tenders are invited for and on behalf of the Managing Director, Kerala Water Authority for the following works on lump sum basis from experienced, technically and financially sound **A class** contractors fulfilling eligibility criteria described in the bid documents for

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The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A contractor may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.

1.1. All works shall be done in conformity with the specifications and conditions of contract in force in the KW A. In case of schedule rate contract, tenderers must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule of rates and for percentage rate contract, only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under the head quoted rate, may be made. The rates quoted shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing, from work, scaffolding, etc. "The rates quoted shall be inclusive of all taxes excluding GST".

(a) When tenders are delivered based on contractor's alternate designs, such tenders should be accompanied by a schedule of quantities of materials to be used for each item of work with complete detailed specifications and rate. In such cases the benefit of any savings in the quantities of materials actually used up under each item of work during execution will accrue to the department.

(b) The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever.

1.2. The tenders shall be submitted electronically to **the Superintending Engineer, P. H. Circle, Muvattupuzha**, in the method available at the Government of Kerala e-Procurement website www.etenders.kerala.gov.in. All documents / attested copies shall be submitted electronically by scanning, digitally signing and uploading. The tender documents in original / attested copy of the documents shall be submitted within **three days** of opening of the tender. The

contractors who are registered for e-tendering and having valid password can view the tender notice and the tender documents free of cost in the website. However on submission of tender, the tenderer will have to remit the tender fee viz. **Rs.7500+ GST** electronically. The tender fee once paid successfully and credited to Kerala Water Authority account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The tender schedule shall be filled up in the prescribed format provided in the tender document. For uploading the tender documents, the tenderer has to remit the amount towards tender fee as well as the prescribed EMD of **1,00,000/-** through online payment mechanism for e-procurement system of Govt. of Kerala. Bidders 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 of SBT (Online payment-Net banking facility of SBI or any of the enlisted banks through SBI MOPS Only). Tenderers using the SBI MOPS system should follow the instructions in the remittance information form and ensure themselves that the amount has been transferred to the exact Beneficiary Account Number seen in the remittance information form obtained from the portal and should quote the UTR number in the payment details, before freezing/ submitting the bids. Any failure in crediting the amount before the opening of the tender will summarily be rejection of the offer and Kerala Water Authority will not be responsible for the failure in payment.

The tenders are to be uploaded electronically **05.02.2022** onwards. The tender will be opened on **18.02.2022 at 11.00 AM** by the **Superintending Engineer, P. H. Circle, Muvattupuzha** or such officer as may be authorized in this behalf in the presence of such of those tenderers or their authorized agents as may be present.

For uploading the technical and price bids, the tenderer has to remit the amount towards tender fee as well as the prescribed EMD through online payment methods.

- 1.3. Selected contractor will be required to produce Income tax and Sales-tax clearance certificates before final payment is made for the work, and before security deposits released.

1.4. Deleted

- 1.5. Each tenderer must also send a certificate of Income-tax verification from the appropriate Income tax authority in the form prescribed therefore.

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

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

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

- 1.6. The tenderer shall examine closely the Madras Detailed Standard Specifications or CPWD /PHED specifications as the case may be, and also the standard preliminary specification contained therein and sign the Divisional Office copy of the Madras Detailed Standard Specification/CPWD /PHED Specifications and its addenda volume in token of such study before submitting his tender unit rates which shall be finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications / CPWD / PHED specifications and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc. can be seen at any time during office hours on office days in the Office of **the Superintending Engineer, P. H. Circle, Muvattupuzha**
- 1.7. The tenderers attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the 'Preliminary Specification'. Materials conform to the Indian Standard Specification shall quote his rate accordingly.
- 1.8. Every tenderer is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, Kilns, etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best classes of materials are to be obtained from the quarries or other sources defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this tender notice, or as required by the Executive Engineer in any case, shall be submitted for the Executive Engineer's approval before the supply to site of work is begun. If the Contractor after examination of the source of materials defined in the Descriptive Specification Sheet, is of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in the Descriptive

Specification Sheet he shall so state clearly in his tender and state wherefrom he intends to obtain the materials subject to the approval of the Executive Engineer. The Government will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the contractor is found latter on to have misjudged the materials available. Attention of the contractor is directed to the standard 'Preliminary Specification' regarding payment of seignior age tolls, etc.

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

1.9. The tenderer's particular attention is drawn to the sections and clauses in the standard 'Preliminary Specification' dealing with.

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

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

1.10. In consideration of the tenderer being allowed to quote for the work he should keep the tender firm for a period of **120 days** from the last date prescribed for submission of tender during which period or till the tenders are decided whichever is earlier he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work. Due to departmental or administrative reasons it is found necessary to keep the tender open for a further period, prior consent of the tenderer shall be obtained in writing for every further period of one month.

1.11. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, **the tenderer shall deposit a sum equal to 5 (five) percent of the**

Agreed PACas initial security deposit (performance guarantee) for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule Form. The security deposit will be retained till the expiry of the defect liability period. At least 50% (fifty percentage) of this deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee or any other forms prescribed in the revised PWD Manual. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to K W A and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work any loss to K.WA results the same will be recovered from him as arrears of revenue, but should it be saving to K W A the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act, or otherwise the Government may decide.

Note: Investment in Treasury Savings Bank will alone be treated as acceptable form of security.

- 1.12. The acceptance of the tender rests with [the Superintending Engineer, P. H. Circle, Muvattupuzha](#) who does not undertake to accept the lowest or any particular tender.
- 1.13. The right to carry out the work in conformity with or in manner entirely different from the term of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the department.
- 1.14. Drawing, Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen at the office of the undersigned on any working day during office hours It shall be definitely understood that the KW A does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alternation by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions of contract. The tenderer will however base this tender amount in the case of lump sum tender on the basis of those quantities etc.
- 1.15. The contractors can view the tender notice and the tender documents free of cost in the website. However on submission of tender, the tenderer will have to remit the tender fee viz. **Rs.7500+GST** and the prescribed EMD of **Rs. 1,00,000/-** electronically. The tender fee once paid successfully and credited to Kerala Water Authority account will not be refunded even if

the tender is cancelled at a later stage or the tenderer fails to upload his tender. Printed Departmental forms of Tender and general specifications cannot be obtained from the office of the tendering officer.

- 1.16. The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 2 lowest tenderers. The Earnest Money Deposit of the remaining unsuccessful tenders will also be refunded within a week from the date of acceptance of the tender or on execution of agreement by the successful tenderer.
- 1.17. Solicitors fee, if any, to be paid to the Law Officers of the KWA for scrutinizing or drawing up of agreements will be paid and the same recovered from the successful tenderer.
- 1.18. Tenderer must also state in their tenders if they are prepared to carry out at their tendered rates such portion or portions of the work as may finally be allotted to them by the officer deciding tenders.

Note: - The Department reserves the right to allot such portion of the work included in the tender at the rates quoted by the tenderer in the absence of specific noting by the tenderer to the contrary against clause 4 tender (G W D. Form 84) Such allotment shall not vitiate the acceptance and the tender shall indemnify KWA against any loss to KWA due to failure on the part of the tenderer to carry out such portion of the work allotted to him at the rates quoted by him.

(a)The successful tenderer will have to carry out any extra item or 25 per cent more of the estimated quantity of every item at his agreed rates if necessary but only in accordance with the existing rules and regulations of KWA.

- 1.19. Any further information necessary can be obtained at the office of the undersigned on all working days during office hours. Any queries/ doubts which the tenderers may have on the scope of work or tender conditions shall be cleared through email/website. No queries sent to the tendering officer after specified date will be answered. Any decision taken by the tendering authority regarding changes in the NIT condition/scope of work shall be final and the same shall surpass the original conditions.
- 1.20. **The work should be completed in all respects within 9 months from the date of work order.**

1.21. Payment on lump sum basis or by final measurement at unit prices:

- a) Final measurements need not be taken unless either the contractor or the Executive Engineer claims extras to or deductions from the quantities of Schedule A.
- b) In case final measurements are claimed, they shall be taken only for those items which either the contractor or the Executive Engineer claims final measurements and the quantities of the remaining items in Schedule A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by addition thereto or deducting there from as the case may be the difference (if any), between the amounts mentioned in Schedule A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement aforesaid.
- c) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.
- d) Payment for additions and deductions for omissions.

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

- e) Items of work not expressly or impliedly described in the schedule plans or specifications will be treated as "extras" They will include only items of works which though highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.

1. The execution of an extra item of work and payment therefore will be based on the following conditions:

- i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Engineer before its commencement.
- ii) If the contractor finds, after examining the specifications and plants that extra are involved, he should give notice to the Engineer to this effect and shall proceed with the execution of the extra item, only after receiving instructions in writing from the Engineer.

2. Extra items may be classified as additional substituted or altered items, depending on their relation or otherwise to the original item or items of work.

3. The rates for extra items shall be worked out as below:

- i) In the case of all extra item whether additional, altered or substituted, if accepted rates for identical items provided for in the contract,' such rates shall be applicable.
- ii) In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of

affected components. The percentage excess or deduction of the contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items.

iii) In the case extra items, whether altered or substituted and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental data rate current at the time of ordering the extra item, after applying the tender deduction except on the cost of departmental material. Tender excess, if any, will not be applied.

iv) In the case of additional items, the rates shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item whichever is earlier, after applying the tender deduction except on the cost of departmental material. Tender excess, if any, will not be applied.

v) In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit. This shall be added on to the departmental rate (including contractor's profit) current at the time of ordering or executing the extra item, whichever is earlier for the other part of the item for which rates can be derived from the schedule of rates.

vi) In the case of extra item whether additional, altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the department shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor.

vii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.

4. Wherever the term 'Departmental data rate' appears, it shall mean the rate derived from the Departmental schedule of rates and shall include conveyance charges and contractor's profit.

f) For extra items prevailing rules and guidelines of KWA are applicable.

- 1.22. The contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract and any such power of attorney executed without such sanction shall not be recognized by or be binding upon KW A or their officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.
- 1.23. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
- 1.24. The Tendering Authority or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason thereof.
- 1.25. Cement and M.S rods required for the work shall be supplied by the contractor..
- 1.26. Any other materials available in Departmental stores issued to the contractor will be recovered at book value or issue rate plus 20 per cent supervision charges or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 1.33.
- 1.27. The contractor's quoted rates shall be inclusive of seignior age, ground rent, etc., that may be payable to the owners of private quarries.
- 1.28. In making payment the total amount of the bill will be rounded off correct to the nearest rupee.
- 1.29. Value of quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for, amounting as it does to an excess supply over the sanction requirements shall be recovered at book value or issue rate plus 20 per cent supervision charges or market rates whichever is higher with GST and in addition specific penalty rate stipulated by the Department. Market Value will be the retail selling price of the materials in the locality of the work or the nearest market town current on the day of issue, or recovery which is more. The Executive Engineer shall obtain the information and record within 7 days of such issue, sending a copy to the contractor. The decision of the Executive Engineer regarding current market rates shall be binding on the contractor. Unused balance if any, at the time of completion or termination of the contract, will not be accepted by the department. The cost of such materials amounting as it does to an excess over sanctioned requirements shall be recovered at book value + 20 per cent or current market rate whichever is higher and

in addition to specific penalty rates as may be fixed by Executive Engineer in the form of Departmental Circular Order from time to time shall also be recovered at the direction of Executive Engineer.

- 1.30. Tenderers should declare that they are not related to any Government servant, who is in charge of or having control of the work. Relationship in this will be restricted to father; mother, son, daughter brother, sister, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousin of the officer concerned. If the above condition is found to have been contravened, when they tender the earnest money/security deposit of the tenderer/ tender will be forfeited and the contract entered into will stand cancelled.
- 1.31. The contractor will provide his own tools and plant, store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss, damage, theft, mishandling weathering or any cause what so ever.
- 1.32. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site/in different appendices of the schedule the lowest quoted rate will be accepted for the items in all the appendices.
- 1.33. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
The contractor will also be liable to abide by the fair wage clause condition attached separately.
- 1.34. Empty bags of cement used on the work need not be returned to the departmental stores. Value of empty cement bags will be recovered at rates fixed by the departmental from time to time.
- 1.35. If the department undertakes to supply particulars materials no claim for extra payment on account of delay in the supply of materials will be entertained.
- 1.36. In the case of construction of steining to wells, excessive tilts if any occurring to the extent which is more than the percentage allowed as per rules will have to rectified by the contractor at his own cost and if the contractor fails to attend to the same it will be got attend to by other agency and the cost thereof recovered from the original contractor.

- 1.37. The contractor should take a license under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.
- 1.38. The contractor shall employ engineering personnel as detailed below for a period of one to two years according to the tenure of the contract. .

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

- 1.39. Tenders which are not in conformity with this tender notice are liable to rejection.
- 1.40. This tender notice with the conditions stated herein will form part of the contract documents.
- 1.41. In the case of schedule contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken of the purpose of the settlement of the contract. The contractor is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the overall percentage rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract. The contractor is bound accept these rates if the contract is awarded to him.
- 1.42. The entries in the tender schedule issued by the department are in no way to be corrected by the tenderers and if the tenderers have to note anything, they should note the same as a foot note in the bottom of the page. If any correction is made by the tenderer in the tender schedule, the tenders are likely to be rejected.
- 1.43. In the case of the percentage rate contract, the overall percentage rate quoted by the contractor shall not be varied on any account whatever and it shall hold good for all items done irrespective of variations in quantities.

- 1.44. The quantities provided for in the schedule may vary widely and contractor should be prepared to do any excess over the schedule quantities at his quoted rates for the works.
- 1.45. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the time of Registration will not be alienated during the period of contract without the permission of K W A vide G.O. (P) No. 136/74/PW., dated 8th August 1974.

SPECIAL TENDER CONDITIONS

Name of work:– **KIIFB Project: TRAN 10: WRD025-06 - WSS to Ayyappankovil Panchayath-PART-II , Package III- Design and construction of check dam across Periyar river at Thonithady**

All works shall be done in conformity with the specification and condition in the contract in force in KWA. For the labour portion, the tenderer shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the contractor". The tenderer shall quote for the supply of items required for the work as given in the schedule. The rates quoted shall be inclusive by covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing out, form work, scaffolding, etc. The rates quoted shall be inclusive of all taxes excluding GST.

- 2.1. The contractor should upload the declaration in the form attached.
- 2.2. The rates quoted by the contractor for the various items shall include the cost of
 - a) All labour and supervision thereof all materials, tools, implements and plant of every description, ladders, cordage etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.
 - b) Supplying the requisite agency with necessary equipment, to set out the work as well as to afford facilities for such examination of the work as the departmental Officer may at any time consider desirable, as also to count weigh and assist in the measurement, or check - measurement of the work or materials.
 - c) Providing and maintaining all temporary fences, shelters lights watchmen and danger signal and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work.
 - d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications.
 - e) All fees and royalties of materials; and
 - f) Finally clearing away of all rubbish, surplus materials, plants, etc., on completion of the work and dressing and leveling off and restoring the site to a tidy condition prior to handing over the work to the division officer or his authorized assistant and also its maintenance until so taken over.
- 2.3. The quantities shown in the schedule are only approximate and are subject to variations and the contractor is bound to do additional quantities of work if found necessary at his quoted rates.

- 2.4. All corrections and insertions in the original tender or schedule whether in the printed matter or elsewhere shall be attested by the tenderer.
- 2.5. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification, unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.
- 2.6. "The contractor is bound to carry out items of works which are not expressly or impliedly described in the tender schedule, plans, specifications and agreement but which are found necessary for the proper completion of the work during execution. Payment for such extra items will be made on the basis of extra item conditions vide clause 1.22 (3) of form No. GWD. 83."
- 2.7. For L.S. items the contractor will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items and as per condition No.10 above for extra items but such payment will be limited to the lump sum quoted by the contractor. If he fails to quote definite L.S rates for such items the L.S. amount provided in the schedule will be operative in his case.
- 2.8. It will be the responsibility of the contractor to obtain necessary land for stacking the materials for arranging the work.
- 2.9. Metal of the required size alone should be brought to the site of the work. Breaking boulders or rubble into metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic. The stacks should be formed as per the standard profile current in the department.
- 2.10. Granite stone metal supplied should be sound, hard, tough and durable, free from any decayed matter and of uniform colour and texture. Each piece should have sharp angular edges. The metal should not also contain any quarry dust or earth.
- 2.11. Silicious gravel shall consist of only hard nodules not more than 40 mm. or less than 6 mm dia, in any direction scraped from the hill sides and free from admixture of earth or laterite chips.
- 2.12. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running watercourses.

- 2.13. The contractor will have to make his own arrangements to convey the materials supplied by the department and for stacking, of materials and site shed, etc. which are found necessary for the proper execution of the work. He will also be responsible for the safe custody of the materials till they are used on works.
- 2.14. The contractor should take out license for storing gun powder and explosives required for rock blasting as per Explosive Act 1940.
- 2.15. If the department undertakes the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained. For materials issued for the work if any but not used and not returned to the store sales tax at the prevailing rates will be recovered in addition to the departmental recovery plus 20 percent storage.
- 2.16. If materials other than those specified in the tender are issued by the department, recovery will be affected at data rate plus storage plus sales tax or at current market rates at the time of issue whichever is higher.
- 2.17. Machinery like concrete mixer, pumpset etc., if available will be supplied by the department as per rules and hire charges recovered from the contractor at the prevailing departmental rates. The contractor has to take the machinery from the store and return to the same spot at his cost and responsibility.
- 2.18. The contractor alone is responsible for the safety of his labourers and damages, if any payable under 'Workmen's Compensation Act will be to his debit.
- 2.19. It shall be the contractor's responsibility to protect the public and his employees against accident from any course during execution of the work and he shall indemnify the Government against any claims for injury to person or property resulting from any such accident, and he shall, where provisions of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims thereunder.
- 2.20. The payment of the earth work items will be made as per level measurements or tape measurements as per rules prevailing in the department.
- 2.21. The contractor shall be liable for any loss caused to the government on account of the above work including any that may arise due to non-fulfillment of the contract. He should comply with rules laid down in the central R.W.D. contract regulations regarding fair wages.

- 2.22. The work shall be completed in all respects and also at rate of progress within the time limit and stipulations in the Notice inviting tender failing which the contractor is liable to be fined as stipulated in the prevailing rules and regulations.
- 2.23 Statutory recoveries will be made from the contract bills.
- 2.24 All sums due to the government under or by virtue of this contract shall be recoverable first from these curity furnished by the contractor and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as through the same where arrears of Land Revenue or in any other manner as the Government may deem fit.
- 2.25 The contractor agrees that before final payment shall be made on the contract will be sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands what so ever for all matters arising out of connected with the contract, provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Executive Engineer in supplying the final measurement certificate need not be bound by the proceeding measurement and the payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor.
- 2.26. Notice inviting tender shall from part of the agreement.
- 2.27. The date fixed by the Superintending Engineer for the commencement and completion of works, as entered in this agreement shall be strictly observed by the contractor who shall pay damages if the work is delayed by reasons exclusively of his own, at the rate of 0.5% of the value of non executed or delayed work per week subject to a maximum of 10% of the total value of contract.
- 2.28 Price escalation clause will not apply to this tender.
- 2.29 The method of measurements will be as per Indian Standard 1200-1958.
- 2.30 The tenderer/ contractor must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by the Government.
- 2.31 All items should be carried out as per the relevant specification in the M.D.S.S/CPWD. and all clause of preliminary specification should be complied with.

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

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

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

2.35 The contractor should produce latest GST and agricultural income-tax clearance certificate and also income-tax clearance certificate for receiving final payment. Work contract tax payable under the VAT Act 2005 will be deducted from Contractors part bill/ Final bill at the specified rate as per the prevailing rules of Kerala Value Added Tax Act 2005.

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

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

2.38 All concrete should be machine mixed and vibrated.

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

damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by the Government.

2.40 Fair Wage Clause

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

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

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

(c) The Executive Engineer or Subdivision Officer concerned shall have the right to deduct from the money due to the contractor and any sum required of estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the works, nonpayment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non observance of the regulations.

2.41 M.D.S.S. - Accidents - Hoarding - Lighting - Observations - Watchmen

(a) When excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject, and shall provide suitable hoardings, lighting and Watchmen as necessary.

(b) It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act, apply, take steps to property insure against any claims there under.

(c) On the occurrence of the accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Section Officer of the Kerala Water Authority the fact of

such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the said Act in regard to such accident.

(d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Executive Engineer to retain out of moneys due and payable to the contractor such sum or sums of money as may, in the opinion of the said Executive Engineer, be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.

(e) 1 % of the amount of bill amount will be recovered along with other recoveries towards the contribution to "Kerala Construction Works Welfare Fund Board"

2.42 Performance Guarantee and additional performance guarantee as applicable is to be remitted by the contractor at the time of execution of agreement as per Order No. KWA/HO/WN/33/97 dated 20.09.2016 of the Managing Director, Kerala Water Authority, Thiruvananthapuram, appended. The Govt orders applicable to the tenders of Kerala Water Authority also are appended to the NIT.

i) Performance Guarantee

Performance Guarantee, the amount collected at the time of executing contract agreement, will be 5% of the contract value (agreed PAC) and the deposit will be retained till the expiry of Defect Liability Period. At least fifty percent (50%) of this deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee or any other forms prescribed in the revised PWD Manual.

ii) Additional Performance Guarantee

Additional Performance Guarantee is the additional amount to be deposited for unbalanced price ie, for works quoted below estimate rate. Additional Performance Guarantee will be required if works quoted more than 10% below estimate rate.

If the rate quoted by the contractor is "x%" below estimate cost (where x lies above 10%) the performance guarantee for an amount equal to (x-10)% of the estimate amount shall be obtained from the contractor"

The tender with lowest quoted rate less than 75% estimated PAC(more than 25% below) shall not be rejected if sufficient competition is ensured and the rate quoted by the second and third lowest bidder are also comparatively nearer to the lowest bidder. The tender inviting authority shall obtain a statement from the lowest bidder quoting rates below PAC regarding the

reasonableness of the rate quoted to assess that whether the quoted rates are workable. Assessment shall be made by Department also, as to whether the particular work has any rate advantage as compared to the rate as given in estimate. If any contractor quotes less than 75% of the estimated PAC and variation with all other quoted rates are much higher, the Tender accepting Authority shall take appropriate decision based on merits.

At least fifty percent (50%) of this deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee issued from any Nationalized bank/Scheduled Bank/Kerala Financial corporation or any other forms prescribed in the Kerala PWD Manual.

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

2.43 Performance Security Deposit

Security Deposit is the retention amount deducted from the running bill of the contractors in addition to the initial security deposit (Performance guarantee). This will be @2.5% of the gross amount of each running bill so that the amount so retained shall be 2.5% of the value of the work done till then. This can be released against Bank Guarantee on its accumulation to a minimum amount of Rs.5 Lakh subject to the condition that the amount of Bank Gurantee except last one shall not be less than Rs.5 Lakhs. This amount will be released after passing of final bill as in the case of refund of deposit.

2.44 Mobilisation Advance (Not Applicable for road work)

No mobilisation advance shall be paid to the contractor. _____

2.45 Responsibility of contractor during maintenance period :-

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

2.45 Execution of agreement

Time allowed for executing agreement without fine will be **15 days** from the date of Selection Notice. Further time of 10 days shall be allowed to execute agreement by realizing a fine of 1% of

the PAC subject to a minimum of Rs. 500/- and maximum of Rs. 15,000/-. The tender will be rejected if the agreement is not executed within one month.

2.46 Extension of time of completion of work and fine

- 1) First Extension 1% of the PAC subject to a minimum of Rs. 1000/- and maximum of Rs. 50000/-
- 2) Beyond First Extension 2% of the PAC subject to a minimum of Rs. 2000/- and maximum of Rs.100000/-

2.47. Liquidated Damage

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

2.48 .Any dispute or difference that may arise between the Division Officer and the Contractor on account of the contract, shall at the instance of either party be referred to the Executive Engineer, K.W.A., whose decision given in writing shall be final conclusive and binding. In case of disputes, all legal proceedings shall be instituted in the court within whose jurisdiction, the Tendering Officer's office is located.

2.50 Alterations in sanctioned designs, except of a minor nature, shall not be made in a work without the approval of the TS authority. The agreement authority shall be kept informed then and there of all deviations ordered by authorities subordinate to him. All deviations, which involve major structural alterations, whether excess cost is involved or not shall be reported to the authority who technically sanctioned the estimate and his approval obtained before effecting the deviation. The Engineers under the

control of the work shall be careful to adhere to the estimate as far as possible and shall not carry out excess quantities as a matter of course. If, however, in any item, excess over estimate quantity is inevitable and has to be carried out, the authority competent to sanction the excess amount involved shall deal with the case and concurrently report the fact to the Agreement Authority. If excess is due to additional works not contemplated in the estimate, it will not be justifiable to carry out the additional works without sanction of the authority that sanctioned the estimate. Once it is decided that excess quantity in an item shall be carried out, the contractor shall be notified in writing to that effect by the Engineer. The agreed rate for the concerned item shall be applicable for excess quantity in that item upto 25% of the agreed quantity and upto 1% of the contract price. For excess beyond this limit, and for the extra items the agreement authority shall fix the rate by negotiation with the contractor for works within their powers of T.S. and by the Chief Engineer the Government in other cases.

Deviation from the quantities in agreement which may result in exceeding the contract value shall be taken up only after the approval of the competent authority.

Extra/substitution of item shall be executed only after the approval of the competent authority.

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

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

2.53 The Bar Charts, Work Plan, Work Schedule in the agreement shall be submitted for all works so as to monitor the progress of the works. The as laid map of pipe line works shall be submitted by the contractor along with the bill and the same shall be verified by the concerned officers before making payment. The as laid maps shall be kept in the Division office separately for future reference and one copy along with the agreement.

2.54 Works should be carried out causing minimum hindrance to traffic and inconvenience to the public. In cases where traffic is not blocked, trenching, pipe laying, back filling and rectification are to be done simultaneously.

2.55 The cement, steel and any other materials required for the completion of the work shall be supplied by the contractor and the rate quoted by tenderer shall be inclusive of cost, conveyance, loading, unloading and storage of all such materials.

- 2.56 The G.I. pipes and fittings required to be supplied for specific applications like street fountains shall be of class 'B' satisfying relevant IS. The materials shall be of reputed make and shall have approval of the Engineer in charge or the agreement officer.
- 2.57 The pipes and specials offered to the work shall have respective certification of the standard organization. The tenderer should produce the manufacturer's ISI certificate for the pipes. The brand name and address of the manufacturers of specials, valves etc., intended to be used for the work shall be intimated during the submission of tender.
- 2.58 Each pipe and specials should be legibly marked with the manufacture's name or trade mark, nominal size, class and grade.
- 2.59 The contractor should also produce an 'MoU' signed between him and the suppliers/manufacturers of the pipes and specials along with the tender submission in order to prove and ensure the availability of the materials required for the work and this shall also form part of the agreement
- 2.60 Tenderers not registered with the KWA shall get themselves registered with the Authority before executing the agreement failing which their tender will be rejected and the EMD forfeited by the Authority.
- 2.61 Tank shall be fully filled with fresh water for testing immediately after completion of the work as per the direction of Officers in charge.
- 2.62 Cement and steel should be used as per data provision for each items and payment will be made for the finished product only.
- 2.63 Steel should be provided as per the design. The quantities of cement and steel provided in the estimate are as per design and there is likelihood of change in quantity contractor should verify the actual requirement based on the approved design before effecting supply. In case of any alteration is should be brought to the notice of the estimate sanctioning authority prior to execution and sanction obtained.
- 2.64 The contractor is responsible for the proper levels and alignment of the finished structure so as to ensure smooth flow of water.
- 2.65 The contractor should arrange for the testing of the structures and should satisfy the Executive Engineer, about the water tightness at his own cost.
- 2.66 **Security (Performance guarantee) will be released on expiry of the guarantee period after testing and certifying water tightness of the joints /civil structures and after passing of final bill.**
- 2.67
Mix design shall be done for the concrete by the contractor at his own cost and to be approved by the department office rs.
- 2.68 If any of the conditions above are in contradiction to any of the clauses in the Form 83, Special conditions, Form 84, the clause/conditions of the additional tender conditions shall prevail.

KERALA WATER AUTHORITY

FORM OF TENDER

G.W.D. 84

OFFICE OF THE SUPERINTENDING ENGINEER
PUBLIC HEALTH CIRCLE
KERALA WATER AUTHORITY
MUVATTUPUZHA - 686661

Name of work: **KIIFB Project: TRAN 10: WRD025-06 - WSS to Ayyappankovil Panchayath-PART-II , Package III- Design and construction of check dam across Periyar river at Thonithady**

Circle : P.H. Circle Muvattupuzha

Division : Project Division, Kattappana

Sub-Division : Project Subdivision No.1, Kattappana

Date of issue

Name

Address of Tenderer

.....

Details of EMD

3. Form No. 84

Specifications PART 1 – GENERAL

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

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

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

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

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

3.5 The tenderer should state whether he has all the plant necessary for execution of the work. If in the opinion of the Division Officer, Contractor's own plant is neither sufficient for the proper execution of the work, the department may supply other available plant and recover reasonable hire for the same. The Division Officer's decision in the matter shall be final and binding on the Contractor.

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

3.7 All materials and plant that are to be made over to be Contractor by the Department shall be handed over at him at the Division Office or Store Yards at Division Headquarters of the KWA General Stores Trivandrum and the charges for their handling, loading and unloading and conveyance to and from the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought, shall be deemed to be included in the rates for the work.

3.8 Unless otherwise specifically provided for in the Contract, the Contractor shall his own cost keep all portions of the work free from water whether due to springs, soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.

3.9 The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty

workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities will be recovered at rates 20 percent over the actual cost. The orders of the Division Officer in the matter shall be final and binding on the Contractor.

- 3.10 The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks setup by the Department for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the Division Officer found disturbed, removed as destroyed, they will be replaced by the Department at the cost of the Contractor.
- 3.11 Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the Contractor, as may be ordered by the Officer-in-charge.
- 3.12. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor’s accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Division Officer.
- 3.13 Whenever the Contractor is ordered by the Division Officer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Contractor’s duty to get a special price arranged for the item and to see that it is written in the work spot order book that this order is initialed and dated by the Contractor and the Officer ordering that particular item of work. For any extra item executed by the Contractor and not as entered in the work spot order book and initialed both by the Contractor and the Departmental Officer ordering such extra item that Contractor shall have no claim or extra payment.
- 3.14 Any dispute or difference that may arise between the Division Officer and the Contractor on account of the contract, shall at the instance of either party be referred to the Superintending Engineer, K.W.A., whose decision given in writing shall be final conclusive and binding. The Division Officer may at this discretion delegated in writing, to any of his subordinates any of his power regarding these specifications.

Specification

Part II	Materials
Part III	Work

(As current in the Kerala Water Authority)

Signature of Tenderer

Date

SPECIFICATIONS

Part (I) Materials Part (II) Work

(As current in the Kerala Water Authority)

ADDITIONAL SPECIAL CONDITIONS FOR SUPPLYING & LAYING CONTRACTS

1. The PVC pipes to be supplied under this contract shall be manufactured as per IS.4985- 2000, as amended from time to time and shall bear ISI certification mark. The DI pipes shall confirm to IS 8329/2000 with amendments and the G.I. pipes shall confirm to IS.1239 with latest amendment.
2. The quality of all pipes shall be verified and confirmed by the field officer not below the rank of Asst. Executive Engineer.
3. The pipes shall be procured from manufactures only and tested through the third party inspection agency authorized for this before delivery. All relevant test as per the IS for PVC/DI/GI pipes shall be done and test certificate shall be submitted.
4. The materials shall be dispatched only after proper inspection testing and certification by the Third party Inspection Agency authorized by KWA for carrying out such inspection. The inspection will be done from the stage of raw materials to the finished product. The cost of testing pipes by the third party inspection agency shall absorbed by the contractor within the quoted rate and no separate claim allowed.
5. All the pipes shall bear the inspection stamp of the inspection Agency
6. The specials to be supplied shall be of the same class as the pipes and shall bear ISI marks wherever ISI specifications are available.
7. ~~Rate for materials should be inclusive of all taxes but exclusive of central excise duty for the items to which excise duty exemptions are available as per notification of govt. of India. No C form will be issued.~~
8. All tests necessary to ensure that the structure, equipment, pipe lines and fittings which form part of the work, comply with the specifications, shall be carried out at the site at the contractor's cost. First 200m laid will be tested first in order to check the quality of pipes and work executed. After that testing can be done as per the instruction of KWA officials.
9. The monetary benefit due to any reduction declared by Govt. of India/State in the statutory duties and levies after the tender submission should be passed on to Kerala Water Authority. For effecting this, the detailed break up of their purchase list showing clearly the basic price excise duty (in %). Sales tax, transportation etc. shall invariably be noted. The detailed break up shall be attached with tenders. In cases where these are not mentioned any reduction shall be assessed by Kerala Water Authority with the present market rate of the material.

10. All the materials supplied by the contractor for the work will be under the safe custody of to the contractor at his own cost until the work is completed.
11. Payment shall be made to the contractor only after satisfactory laying and testing of the whole or part of the work.
12. The contractor shall guarantee satisfactory performance of the pipe line for a period of 18 months after completion of the work. During this guarantee period, any repairs that shall be necessitated shall be carried out by the contractor without any extra cost and within the shortest possible time, failing which the work shall be arranged / attended, by the KWA at the risk and cost of the contractor. However, the entire security deposit including the retention amount totaling upto 8% of the contract value shall be retained with KWA till the end of the guarantee period and only the balance shall be paid on satisfactory completion of the works as per rules.
13. Necessary concrete anchor blocks, valve chambers etc. shall be provided by the contractor as per the direction of the department officer approved plan attached to the tender documents. These items shall be quoted for as per quantities provided in the tender schedule.
14. Under no circumstance, any price variation shall be allowed for the pipes and other materials to be supplied as per this contract and the prices quoted shall remain firm.
15. The GI pipes and fittings required to be supplied for specific applications like street fountains shall also be as per relevant IS.
16. The contractor shall be bound to carry out works upto 10% in excess of the quantity specified, if required during actual execution, on the same terms and conditions.
17. Schedule for phased supply of pipes of and specials shall be prepared by the agreement executing authority based on the following criteria.
 - a) Targeted progress of pipe laying works
 - b) Availability of permission from other agencies (PWD ,NH, NHAI, KSTP,KRFB, Corporation , Panchayath, etc) for laying pipes.
18. Each supply of material shall be done by the contractor only after getting written instruction from the Executive Engineer concerned.
19. The Executive Engineer in-charge shall direct the contractor to place supply order in each phase after evaluating actual progress of laying of pipes supplied in the previous phase.
20. Agreement executing authority shall have the authority to modify the schedule for phased supply of remaining materials during the progress of work, if there is a variation from the

targeted progress.

21. On each supply, contractor may submit bills for material supplied not exceeding 80% of estimate rate /quoted rate of materials, whichever is less.
22. On each supply, contractor may submit bills for material supplied not exceeding 80% of estimate rate /quoted rate of materials, whichever is less.

TECHNICAL SPECIFICATION AND CONDITIONS REGARDING THIS WORK

3.1.General

This work is for supplying and laying PVC/GIPipes and specials. The work comprises of supplying, laying, testing, commissioning and maintaining (1 year) of the pipes and specials with necessary control valves, specials for jointing pipes and valves. The works includes changing the existing water supply connection from old lines to newly laying pipelines. Support structures along canals, anchor blocks, etc; Road crossings, culvert crossings etc; wherever necessary is also a part of the work.

3.2. SUPPLY AND TESTING OF MATERIALS

1. The contractor shall supply all the materials including pipes and specials covered under the contract at his own cost. The pipes, specials etc. should be tested at the factory by one of the Third party inspection agencies acceptable to KWA and witnessed or by the technically qualified officers of KWA if the contract value exceeds Rs.100Lakhs and by departmental officer deputed by KWA if the contract value is less than 100lakhs. All cost for inspection charge to be borne by the contractor. Inspection certificates should be produced along with the materials. This third party inspection is mandatory for all pipes, specials and pumping and electromechanical equipments supplied by the contractor. Also ISI marked materials should alone be accepted, wherever ISI specification is available for such item. Any disputes between the contract and the supply in fixing the inspection agencies shall be a matter for settlement among themselves and the KWA shall not be a party to the cost of all materials and inspection as specified herein.
- 2.The pipes to be supplied under this contract shall be manufactured as per relevant I.S. as amended from time to time and shall bear ISI certification mark.
- 3.The quality of all pipes shall be verified and confirmed by the field officer not below the rank of Asst. Executive Engineer.
- 3.3. The specials to be supplied shall be of the same class as the pipes and shall bear ISI marks, wherever I.S. specifications are available.

3.4. The rate quoted for pipes and all materials shall also include all taxes and duties Construction workers Welfare fund contribution, transportation charge of pipes and all other materials to the site etc. except GST.

3.5. GST Conditions.

All bidders for public works, goods and services should have valid GST registration. The lump sum amount quoted shall be exclusive of GST which may be paid or become payable on the completed work within the scope of this tender. In other words, the amount quoted shall be exclusive of GST prevailing as on the due date of the tender. While preparing bills, the amount without taxes to be worked out. After arriving the value of work done without GST, the GST (as on now 18%) amount will be paid to the contractor as extra. In case of change in the GST rate between the date of invoice and date of supply OR last date of submission of tender and the date of release of payment for works done, the prevailing GST rate will be reckoned as per GST laws of Central and state Government for payments. Any variation in the tax rate of GST (increase or decrease) shall be adjusted at the time of bill processing, i.e., deduction in the case of decrease in GST Rate or addition in case of increase in GST Rate shall be made at the time of settlement of bills. The TDS and other deductions would be on payments made or credited to the supplier excluding GST. Taxes at applicable rates shall be deducted from the payments to the contractor as per rules without further correspondence. The deductions from contractor's payment shall include income Tax, Labour Welfare Fund as per the rate in force. However this shall not mean that only this amount shall be deducted. Any excess in taxes and duties within the original contract period shall be borne by the Authority and any reduction in taxes and duties within the period shall be deducted from the contractor's bill, on proof of remittance.

3.6. Deleted

3.7. A copy of memorandum of understanding (MOU) signed between the supplier of the pipe and the tenderer should be attached with the tender.

3.8. The contractor shall guarantee satisfactory performance of the structure for a period of **24** months after completion of the work. During the guarantee period any repairs that shall be necessitated shall be carried out by the contractor without any extra cost and within the shortest possible time, failing which the work shall be arranged / attended by the Kerala Water Authority at the risk and cost of the Contractor.

*An amount equal to 1% of the total **contract value** shall be set apart for maintenance period, commencing after completion and commissioning.*

3.9 The contractor shall be bound to carry out works in excess of the quantities specified if

required during actual execution on the same terms and conditions as per prevailing rules in KWA.

- 3.10. Hydraulic testing – The usual hydraulic test shall be conducted after laying of pipes in trenches, in convenient length as specified in the relevant I.S. to ascertain leak proof joints and also as per the direction of departmental officers.
- 3.11 The manufacturer's name and the make of the pipes quoted should be mentioned.
- 3.12 Valve chambers if required shall be provided.
- 3.13 Normally extension for time of completion will not be granted, but in unavoidable situation extension of time for completion will be granted but as per the prevailing rules & regulations in KWA.

3.14 Storage of Materials

The conveyance, unloading and stacking of materials procured for the project will be the responsibility of the contractor. Authority takes no responsibility for providing material stock yard. Contractor will not be allowed to stack the materials on road side in such a way to causes hindrance to normal traffic.

3.15 .Trenching

The soil type along the proposed alignment varies from “ordinary soil to hard soil”. The trenching shall be done so as to provide a minimum cover of 1.00 m above the pipe crown and care should be taken to avoid sudden change in gradient and alignment. Vertical bends shall not be provided as far as possible. The minimum width of the trench shall be 200 mm on either side more than the outer diameter of pipe. Socket pits shall be taken at every joint before the laying of pipes to enable the body (shell) of the pipe rest directly on the leveled compacted bed in the trench. Wherever the trenching in clay or slushy soil is encountered, sand bedding (150 mm) shall be provided for the pipe and the trenching shall have minimum 100 mm extra depth for such portions. Any usable materials or valuables retrieved during excavation shall be the property of Kerala Water Authority and the same shall store separately under intimation to the Engineer in charge.

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

contractor and disposed of from site within a distance of 10 km as directed by the Engineer in charge.

The charges to be paid to PWD or any such authority against restoration of road surface to be cut for this work shall be paid by the authority. However, the tenderers shall take care to minimize the damages to tar surface while trenching for pipe laying or construction of valve chambers/anchor blocks etc. Contractors shall use asphalt cutters for minimizing such damages to tar surface.

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

3.16 Laying of Pipes

Pipes shall be laid in straight line in trenches so that the body directly rests on the soil bed. Handling of pipes to lay in trenches or on any support structure must be done carefully and proper equipments should be used for the purpose. Any deviation from straight line shall be done using standard bends. In case where standard bends are not available for a particular shape of bend, specials fabricated with M.S. sheets of thickness not less than 8 mm may be used with prior approval of the Engineer in charge.

The laying of pipe should be made as far as possible on extreme side of the road so that minimum cutting of bitumen road will be carried out. The excavation should be done by engaging man mazdoor as far as possible to make minimum damage to the road. In case machine is used for excavation all the precaution should be taken so that no damage will be done to other parts of the road or telecommunication cables already laid through the road. All road crossings shall be done after informing the engineer in charge of the site well in advance. The amount claimed by the concerned department/local body etc. for the damage occurring to structures, cables coming in the alignment shall be recovered from the contractor's bill.

- (A) If there is existing pipe lines in the roads through which pipe are to be laid, extra care should be taken to avoid damage to this line during excavation. If any leakage or breakage occurring on the distribution it should be repaired within 24 hours at tenderer's cost. If the repair work is not done the rectification will be carried out departmentally and the actual cost incurred for the repair will be recovered from the contractor's claim.
- (B) As far as possible the 90° bend in all culvert crossings shall be avoided and standard bends of 45° or less shall be used to minimize water thrust and blockage in bends. The entire road/ canal/ culvert crossings along the alignment of pipe line shall necessarily be carried out without affecting the alignment and gradient of pipe line.
- (C) Control valves are to be fixed on line as per specification. Scour valves shall be fixed in the suitable tee as directed by KWA officers. The scour valve should be located at places where the dewatered quantity of water is properly disposed off into natural water course or local drainage without causing any flooding.
- (D) Provision may be given in the pipe line for branching the pipe line in future will be possible as per the direction of department officers, with required type Tee or cross, where there a branch road joins the road through which pipes are being laid.
- (E) The culvert and bridges in the alignment of PVC pipeline shall be crossed by using GI pipes of corresponding size.

3.17. Jointing

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

3.18. Anchor Blocks

Sufficient number of anchor blocks of appropriate size shall be provided at all the bends in the pipeline -as per the standards & specifications of Kerala Water Authority/CPHEEO. All thrust/anchor blocks shall be constructed in CC 1:2:4 and the typical designs shall be got approved by the Engineer in charge before the actual construction. Clamps wherever necessary are to be provided as approved by the Engineer in charge. The clamps shall be in MS flats of minimum 8 mm thickness & 50 mm width and painted with epoxy paints.

3.19 Road Crossings and Bends

All road crossings shall have to be planned in advance and carried out with the concurrence of the Engineer in charge. As far as possible 90° bends should be avoided at the road crossings and road bends etc. Contractors shall not be permitted to take angular deviation at pipe joints more than 2/3rd of the maximum angle, provided as “allowable” in the relevant specifications/product information.

3.20 Bridge/Culvert Crossings

The crossings may be done using DI/GI/MS pipes as decided by the Engineer in charge.. Crossing of pipeline over the culverts/bridges may be done either by taking up the pipe line at the road level, crossing the culvert and then going down or by scooping through the bottom of the culvert. In case where the pipe line crosses over the culvert, then an air valve shall be provided at the crust to avoid air block and if the pipe line is taken underneath the culvert, then joints must be avoided at portions below the culvert. In the former case care shall be taken to avoid 90° bends. Culvert crossings may also be done by carrying the pipeline outside the culvert body and supporting it on RCC pillars but without obstructing the vent way. The decision in this regard shall however be finalized by the Engineer in charge. Required numbers of D/F bends with suitable angles is to be fabricated using MS pipes. The pipes should be painted with anti-corrosive bituminous black paint over metal primer.

3.21 Fabrication and Welding

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

3.22 Testing of Pipe Line

The pipe line shall be tested in reaches of average length of 250 m. Contractors will not be allowed to proceed with the work leaving more than 2 reaches of pipe line untested. The joints of all pipes/specials shall preferably be kept open until the testing is completed satisfactorily. The water required for testing of pipe line, the dummy pipes and test pumps etc. shall be arranged by the contractors and water authority shall not be responsible for providing any such assistance.

3.23. Shifting of house connections

The existing house connections shall be disconnected from the old lines and shall be connected to the newly laying pipe line by using suitable specials.

3.24. Safety at Site

Tenderers alone shall be responsible for any damage to men and materials that may occur at site due to lapses in safety measures. Tenderers shall provide necessary caution boards and fencing as per the directions/ specifications of KWA for the trenches during the progress of work. Minimum 3 Nos. caution boards shall be placed in the approaching side & 2 nos. at the leaving side at the required distance as per the relevant safety codes. They shall also provide sufficient shoring to the sides of trenches to prevent collapse of the sides of the trenches and consequent damages to men and materials whenever the depth of trench exceeds 1.50 m or while excavating near other civil structures. During night hours, contractors shall provide sufficient lighting and watching at the site. Failure to adhere to these clauses shall attract fine and penalties by way of deductions from the payments to contractors at an amount worked out at department rates.

3.25The rates tendered by a Contractor for the work shall include the cost of –

In the case of supplies of materials such as rubble, broken stones, gravel, sand, etc., which may have to be measured prior to being used on the work, the contractor must always stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rates for work, Each

stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

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

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

3.28) All other conditions existing Kerala Water Authority applicable to this tender also.

3.29 The contract shall be responsible for any damage which any be caused to power or phone post or cables or to and building, walls and pipes, etc. nearby on account of excavation of the trench due to insufficient or lack of shoring or due to the result of bailing or pumping or stagnation of water. The contractor shall make his own arrangements for supporting electric and telephone post, electric and telephone cables during excavation and no extra payment will be given for this.

3.30. The contractor shall examine and satisfy himself that the beds and of trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory by him, the contractor shall bring it to the notice of the officer in charge in writing and on receipt of the letters orders take necessary steps to make the trench firm and suitable for lying pipes.

3.31. The Authority materials if any issued to the contractor shall be taken charges of at the pipe dumps or stores by the contractor after satisfying himself about their sound condition and granting receipt to the officer In Charge of the purpose of inspecting, weighing or testing the pipes and materials as he shall see fit to do.

3.32. All pipes, special, valves etc. shall be transferred and stored adjacent to their final possession on the work, where they are to be used such time as the officer in charge considers proper. This will usually be just before they are to be laid in the trenches as it is not.

3.33. The pipe special valves etc. shall be handled very carefully during loading, unloading, covering .lowering operations as per the direction of the Authority Officers under their

approved modes and with approved implements and should be satisfied that they are not defective.

3.34 If any of the materials issued to the contractor in good condition become there after damaged before, when or after being placed in the work the contractor for the damage of the rate fixed by the Authority as per rule.

3.35. No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay in carrying out the works defective works etc.

3.36 The laid pipe lines should be tested in convenient section not exceeding 150 M length at a stretch/ in suitable length fixed by the Authority. The testing of pipe line has to be done under the immediate presence of the Asst. Engineer and Asst. Exe. Engineer of the Authority in charge and under their directions.

3.37. If test show any defect in the work, such portion has to be redone and got retested to satisfaction of the Authority officer at the contractor's cost.

3.38 If for lack of specials after commencing the work, pipe have to be laid with open end, they, have to be closed by wooden plugs at no extra cost by the contractor.

3.39 All other conditions and terms of contract are the same as those current in the Kerala Water Authority.

3.40. All relevant clauses of the specification for earth works trenching, refilling, shoring, receipt, transport and custody of materials conveyance to work site, laying, testing etc. for cast iron AC/PVC pipes in the CPWD/ Madras Detailed Standard Specifications/ ISS shall apply to all kind of pipes.

3.41 Where trenching is done, caution board, road flags, and danger light should be provided by the contractor at his cost as per standard practices details of which are available in the Executive Engineers office.

3.42. After refilling the trenches, the contractor is responsible for a period of two months to maintain at his cost, the surface of the refilling trenches free of depression, pot holes or other irregularities.

3.43. The CONTRACTOR shall be responsible for the safety custody of all materials taken charge by him subject however to the direction and control of the officer in charge.

3.44. 1% (One percent) bill amount including cost of departmental materials to be recovered toward the recovery on account of construction works "Works" Welfare Fund insisted as per Order No. G / 4 /1990 dated 10-6-1990 of the Chief Executive Officer C.W.W.F.B. (Govt. Endt. 33874/90/LAD dated 24-7-1990) Kerala Workers Welfare Board.

3.45 FCC. for the work of OH Reservoir /GD Reservoir will be paid only after the tank is tested by filling water as instructed by the Dept. officers without any extra cost.

3.46In addition to other tests as per **M.D.S.S/C.P.W.D.** and I.S.S., cube testing of concrete of R.C.C. work shall be conducted as per relevant I.S.S. without any extra charges.

FORM OF DECLARATION OF NON RELATIONSHIP

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

Contractor

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

FORMS OF AGREEMENT

(A) FORM OF PRELIMINARY AGREEMENT

"Preliminary Agreement entered on this day of..... Two Thousand between Superintending Engineer, Kerala Water Authority, P.H.Circle,Muvattupuzha, For and on behalf of Kerala Water Authority of the one part and Sri

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

(full name and address of the tenderer) hereinafter called the contractor of the other part for the execution of the agreement as well as for the execution of the work

.....
.....

Kerala Water Authority (KWA) invited tenders for the work as stated above

.....
.....by

Notification No.....Dated in-----the-----AND WHERE
.....of the notice inviting tenders stated as follows:

Within **15days** after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make to the balance which together with the amount of earnest money deposited shall be created as security for the proper fulfillment of the same and shall execute an agreement for the work in the stipulated manner. If he fails to do this or in the case of the contract to maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to KWA and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit to KWA results in any loss to KWA, the same will be recovered from him as arrears of revenue. The original contractor shall have no claim whatever to the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the KWA may decide.

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

The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the part to this agreement extend 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/fulfill* all the operations and obligations with the execution of the said contract work
.....

-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 the 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.
 4. The contractor further assures it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability budget provision and allotment of funds to the divisional officer in charge of the work under respective heads of account in which the work is sanctioned and arranged and also subject to seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.

IN WITNESS WHERE OF Sri. -----(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.

Superintending Engineer

In the presence of witness

- 1.
- 2.

Signed and delivered by

Sri..... the contractor

- 1.
- 2.

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

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

AGREEMENT No WORKS
CONTRACT.

AGREEMENT entered intoday of the..... Two Thousand and ... between
.....

of the one part and the **Superintending Engineer, Kerala Water Authority, P.H.Circle,Muvattupuzha**for and on behalf of Kerala Water Authority of the other part for the work of by the former for the use of the Kerala Water Authority as per accompanying, plan, specification and conditions of contract approved by **the Superintending Engineer, Kerala Water Authority, P.H.Circle,Muvattupuzha**. Signed and delivered by the above mentioned.

Sri..... the contractor

In presence

- 1.
- 2.

Signed and delivered by **Superintending Engineer, Kerala Water Authority, P.H.Circle,Muvattupuzha** and on behalf of the Kerala Water Authority.

Superintending Engineer

In the presence of witness

- 1.
- 2.

Note:-As per gazette notification 3111(1)/Leg A2/2018/LAW dated 31.03.2018 Kerala State Legislature has passed Kerala Finance Act 2018 in which certain provisions of Stamp Act has been revised. The cost of stamp paper for all agreement including the works contract is governed by stamp act and vide the revision, the cost of stamp paper for Contract agreement is 0.1% of contract value(minimum Rs.200& maximum Rs.100000)with effect from 01.04.2018.

LETTER SUBMITTING THE TENDER

Ref. No.

Place:

DATE:

From

To

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

Sir,

**Sub: KIIFB Project: TRAN 10: WRD025-06 - WSS to Ayyappankovil Panchayath-PART-II ,
Package III- Design and construction of check dam across Periyar river at Thonithady**

Ref: Your tender Notification No. 26/2021-2022/SE/PHC/MVPA

1. I / We..... on behalf of
.....as the duly authorized person
(s) in my/our official capacity as..... of the aforesaid
firm, hereby submit this tender for your consideration. I / we have read and understood
all conditions of this document in full spirit and meaning. I/We hereby agree to accept
all the conditions put forth in the succeeding pages of this document without any
deviations or with the exceptions, which may be expressly admitted and accepted by the
tender accepting authority before the award of work. Preliminary agreement duly
executed and signed in Rs.200/- worth stamp paper is also enclosed. Copy of the
specifications duly signed is also enclosed.
2. Tender fee and EMD is paid on e-payment (refer clause 8.11(A).
3. I/We further agree to complete the whole work in all respects within **9 months** from the
date of work order.
4. I/We agree to keep the tender open for acceptance for a period of **120 days** from the last
date prescribed for submission of tender.
5. I/We agree that Authority shall without prejudice to any other right or remedy be at liberty
to forfeit the said earnest money absolutely if
 - (a) In case we fail to keep the tender open as aforesaid or make any modifications in
the terms and conditions of the tender.
 - (b) After the Tender is accepted, I / We fail to execute the agreement as provided in
the tender conditions or to commence the execution of work as provided in the
tender condition.

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

(Office Seal)

SIGNATURE WITH NAME AND DESIGNATION