

LETTER OF ACCEPTANCE

To,
Sri/Smt M/s. Joseph John
PAN : ACIPJ8820F

Your e-Tender No WRD/KWA-CE(NR)/TR/496/2022_26_1_1/1 dated 19-01-2023 for the Jal Jeevan Mission (JJM)-JJM-Kizhakkenchery Low Level-Providing FHTCs-Pipeline Work has been accepted for a quoted amount of Rs. 460366877/- (Rupees Forty Six Crore Three Lakh Sixty Six Thousand Eight Hundred and Seventy Seven only) based on rates quoted for individual items individual items individual items individual items individual items individual items individual items individual items individual items which is mentioned in the accompanying schedule. You are directed to submit the stamp GRN ID/Stamp paper, Performance Guarantee and Additional Performance Guarantee as mentioned below and execute an agreement and start the work within a week after getting necessary instructions from the Executive Engineer (Project Division Chittur). The time allowed for executing agreement without fine will be 28 (Twenty Eight) days from the date of issue of letter of acceptance and a further period of 10 (Ten) days time will be allowed to execute the agreement after realizing a fine of Rs. 25000/- (Twenty Five Thousand Only). This fine shall be remitted in favour of the Managing Director, Kerala Water Authority, Account No - STSB 701011400000181. District Treasury, Thiruvananthapuram through e-treasury payment gateway.

1. stamp paper required value RS. 100000/- (One Lakh Only) shall be submitted to the Agreement Authority. (subject to govt orders)

2. Before executing the agreement, you should deposit a Performance Guarantee of 3% of contract value, ie. Rs. 13811006/- (Rupees One Crore Thirty Eight Lakh Eleven Thousand Six only) and should be submitted within 28 (Twenty Eight) days of receipt of this LOA (Letter of Acceptance) as below.

a) At least Fifty (50%) of Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty eight) days after the completion of defect liability period.

b) Balance Performance Guarantee shall be in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalized/ Scheduled Bank/ Kerala Financial Corporation/ District Co-operative Banks, Primary Co-operative Banks, Urban Co-operative Banks or any other forms prescribed in the revised PWD Manual to be submitted before executing agreement and shall be valid till 28 (twenty eight) days after the completion of defect liability of the Work, in approved format. The Bank Guarantee on instalment basis with lesser period of validity shall not be accepted.

3. An Additional Performance Guarantee of Rs. 0/- (Rupees only) shall be also deposited for unbalanced price in addition to the normal Performance Guarantee in the following form and it should be to be submitted before executing agreement.

a) At least Fifty percent (50%) of Additional Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty eight) days after the completion of the work.

b) Balance Additional Performance Guarantee Treasury shall be in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalized/ Scheduled Bank/ Kerala Financial Corporation/ District Co-operative Banks, Primary Co-operative Banks, Urban Co-operative Banks or any other forms prescribed in the revised PWD Manual and shall be valid till 28 (twenty eight) days after the completion of the Work, in approved format. The Bank Guarantee on instalment basis with lesser period of validity shall not be accepted.

OR

a) Full amount of additional performance guarantee shall be accepted in case of guarantees issued by Kerala Financial Corporation

4. In addition to Performance Guarantee and Additional Performance Guarantee, Performance Security Deposit at the rate 2.5% of Bill amount will be deducted from running bills .
5. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinising or drawing up of agreements- will be paid and the same recovered from the successful bidder.
6. You are requested to take an Insurance cover for this work for an amount of Rs. **500000** /- (**Rupees Five Lakh only**) and submit the same within 15 days of Start of work subjected to the provisions provided in the Bid Document. 0.2% of the Contract Amount will be deducted in the event of failure to submit the Insurance to the concerned Authorities as noted above. (The value shall be generally 0.5% of the Contract Value subject to a minimum of Rs. 2.00 lakh and maximum of Rs. 5.00 lakh.).
7. Engineering personnel in addition to other supporting staff as detailed below for tenure of the contract for works supervision shall be employed.
Works Manager- 1no.(Civil Engineering Graduate with minimum 5 years experience), Site Engineers- 3 nos (2 nos for supervision and 1 no for Quality Control) - (Civil Engineering graduate with minimum 3 years experience), Supervisor- 4 nos (Civil Engineering Diploma holder with minimum 2 year experience) and Supervisor (Mechanical) (if required) - 1 no (Mechanical Engineering Diploma holder with minimum 2 year experience)
8. The Contractor shall enter into a Contract Agreement with the Agreement Authority within 28 Twenty Eight working days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Agreement Authority. The date of despatch of Letter of Acceptance through Contractors Portal shall be the date of Acceptance of Tender.
9. In the eventuality of failure to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the Government may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Government can be realized from the Bidder under the Revenue recovery Act or otherwise the Government may decide.
10. The work should be completed in all respects within **1 year** from the date of handing over the site.
11. Defect Liability period will be **3 years**
12. All the details mentioned above shall be submitted to the Agreement Authority within 14 (fourteen) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Agreement Authority.
13. All the terms and conditions of the Notice Inviting tenders and tender shall be binding on the Contractor.

JAYACHANRAN R(G11765)
Superintending Engineer