

പതിനാലാം കേരള നിയമസഭ
പത്തൊമ്പതാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നമിടാത്ത ചോദ്യം നം.2668

13.03.2020 ൽ മറുപടിക്ക്

നിലമ്പൂർ മണ്ഡലത്തിലെ കൈപ്പിനി പാലം

ചോദ്യം
ശ്രീ.പി.വി. അൻവർ

മറുപടി
ശ്രീ.ജി.സുധാകരൻ
(പൊതുമരാമത്തും രജിസ്ട്രേഷനും
വകുപ്പു മന്ത്രി)

(എ) 2019 ലെ പ്രളയത്തിൽ നിലമ്പൂർ മണ്ഡലത്തിൽ തകർന്നിരുന്ന കൈപ്പിനി പാലം എന്നാണ് നിർമ്മിച്ചതെന്ന് അറിയിക്കാമോ; പ്രസ്തുത പ്രവൃത്തിയുടെ ഭരണാനുമതി, സാങ്കേതികാനുമതി, ടെണ്ടർ നോട്ടീസ് എന്നിവയുടെ പകർപ്പ് ലഭ്യമാക്കാമോ;

(എ) 2006-2011 കാലയളവിലാണ് പാലം നിർമ്മിച്ചത്. 19/03/2011-ൽ പ്രവൃത്തി പൂർത്തീകരിച്ചു. പ്രസ്തുത പ്രവൃത്തിയുടെ ഭരണാനുമതി, സാങ്കേതികാനുമതി, ടെണ്ടർ നോട്ടീസ് എന്നിവയുടെ പകർപ്പ് അനുബന്ധം (1) ൽ ഉള്ളടക്കം ചെയ്യുന്നു.

(ബി) പ്രസ്തുത പാലം നിർമ്മാണത്തിന്റെ ടെണ്ടറിൽ പങ്കെടുത്തവരും ടെണ്ടർ നേടിയ കരാറുകാരന്റെ പേരും വിലാസവും കോൺട്രാക്ട് ലൈസൻസ് നമ്പറും അടക്കമുള്ള വിവരങ്ങൾ ലഭ്യമാക്കാമോ;

(ബി) ടെണ്ടർ നേടിയ കരാറുകാരന്റെ പേര് M/s ഏറനാട് എഞ്ചിനീയറിംഗ് എൻ്റർപ്രൈസസ്, കോഡൂർ (പി.ഒ), മലപ്പുറം, രജിസ്ട്രേഷൻ നം. 8A 2000-01. പങ്കെടുത്തവരുടെ വിവരങ്ങൾ ചുവടെ ചേർക്കുന്നു.

Name of Tenderer	Quoted Rate (Above estimate Rate)
K.Moideenkutty Haji	Forty five % (45%)
C.T.Varghese	Twenty four % (24%)
Ernad Engineering Enterprises	Twenty two % (22%)
P.T.Mathew Construction Co (P) Ltd.	Forty five % (45%)
K.M.Salim	Forty Six % (46%)
General Manager (N), KSCC Ltd, Kozhikkode	Thirty three point eight zero (33.80%)

(സി) കൈപ്പിനി പാലത്തിന്റെ എസ്റ്റിമേറ്റിന്റെ പകർപ്പും വിവിധ പരിശോധനാ റിപ്പോർട്ടിന്റെ പകർപ്പും ലഭ്യമാക്കാമോ;

(സി) എസ്റ്റിമേറ്റിന്റെ പകർപ്പ് അനുബന്ധം (2) ൽ ഉള്ളടക്കം ചെയ്യുന്നു. ജി.ഒ.(പി) നം.

13/2012/പി.ഡബ്ല്യൂ.ഡി

തീയതി

01/02/2012

പ്രകാരമാണ്

കാളിറ്റി

മോണിറ്ററിംഗ് സിസ്റ്റം നിലവിൽ വന്നത്. ഇതിനു മുമ്പത്തെ പ്രവൃത്തികളിൽ പരിശോധനാ റിപ്പോർട്ടുകൾ ഫയലിംഗ് ചെയ്തു സൂക്ഷിക്കാറില്ല.

(ഡി) കൈപ്പിനി പാലം നിർമ്മാണവുമായി (ഡി) ബന്ധപ്പെട്ട് അരീഷോ കൺസ്ട്രക്ഷൻ കമ്പനിക്കുള്ള ബന്ധമെന്താണെന്നും നിർമ്മാണ പ്രവർത്തനങ്ങൾക്കായി അരീഷോ കൺസ്ട്രക്ഷൻ കമ്പനിയുടെ വാഹനങ്ങൾ അടക്കമുള്ളവ ഉപയോഗിച്ചതെന്തിനെന്നും വ്യക്തമാക്കാമോ;

അരീഷോ കൺസ്ട്രക്ഷൻ കമ്പനിക്ക് പ്രസ്തുത പ്രവൃത്തിയുമായി ബന്ധം ഇല്ല.

(ഇ) പി.ഡബ്ല്യൂ.ഡി. പാലങ്ങളുടെ ലൈഫ് (ഇ) സ്പാൻ സാധാരണ എത്ര വർഷം കണക്കാക്കിയാണ് നിർമ്മാണ പ്രവർത്തനങ്ങൾ നടത്തുകയെന്നത് അറിയിക്കാമോ;

ഏറ്റവും ഉയർന്ന ജലനിരപ്പ് കണക്കാക്കിയാണ് പാലങ്ങൾ രൂപകൽപ്പന ചെയ്യുന്നത്. പി.ഡബ്ല്യൂ.ഡി പാലങ്ങൾ ഐ.ആർ.സി പ്രകാരം 100 വർഷത്തേക്കാണ് ഡിസൈൻ ചെയ്യാറുള്ളത്.

(എഫ്) കൈപ്പിനി പാലത്തിന്റെ പ്രവൃത്തി (എഫ്) ഉദ്ഘാടനം ചെയ്ത തീയതിയും പൂർത്തീകരിച്ച പാലം ഉദ്ഘാടനം ചെയ്ത തീയതിയും അറിയിക്കാമോ?

കൈപ്പിനി പാലത്തിന്റെ പ്രവൃത്തി ഉദ്ഘാടനം ചെയ്ത തീയതി 22/12/2005 ഉം പൂർത്തീകരിച്ച് പാലം ഉദ്ഘാടനം ചെയ്ത തീയതി 19/03/2011 ഉം ആണ്.

സെക്ഷൻ ഓഫീസർ

Permanently - I

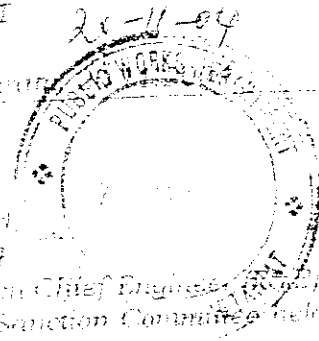
NO. G.O (R&B) 1275/2004/PWD
dt 7-12-04

GOVERNMENT OF KERALA

Abstract

PUBLIC WORKS (D) DEPARTMENT

- 1. G.O (R) No 1159/2004/PWD Dated Thiruvananthapuram
- 2. G.O (MS) No.86/2004/PWD dated 7.9.2004
- 3. G.O (R) No.928/2004/PWD dated 15.9.2004
- 4. G.O (R) No.992/2004/PWD dated 7.10.2004
- 5. G.O (R) No 1021/2004/PWD dated 15.10.2004
- 6. Letter No. 117/PE/PAS/04-05 dated 25.10.04 from Chief Engineer (R&B)
- 7. Minutes of the meeting of the Administrative Sanction Committee held on 3.11.2004.



ORDER

As per the Government Order read as 1st paper above sanction was accorded to issue Administrative Sanction for Rs. 250.00 Crores under the roads sector during 2004-2005.

In the Government Order read as 2 to 5 above Administrative Sanction has so far been issued for a total estimate of Rs. 22.76 crores. As per his letter read as 6th paper above Chief Engineer (R&B) has submitted detailed proposals seeking AS for the balance amount.

On the recommendations of the Committee constituted as per G.O (R) No 31/2000/PWD dated 23.5.2000 Government has pleased to accord administrative sanction for the works appended to this order for a total estimate of Rs. 227.24 crores for the year 2004 - 2005.

By Order of the Governor,

LIDA JACOB
SECRETARY TO GOVERNMENT

To

- Chief Engineer (R&B), Thiruvananthapuram
- Superintending Engineer, South Circle, Thiruvananthapuram
- Superintending Engineer, Central Circle, Aluva/ North Circle, Kozhikkode
- Principal Accountant General (Audit)/A&E Kerala, Thiruvananthapuram/Thrissur.
- Finance Department
- Planning & Economic Affairs Department
- S.I.T.O.

- Copy to A.S. Chief Secretary
- C.A. to Secretary (PWD)
- C.A. to Additional Secretary I
- Public Works (D) Dept. Public Works (P&S) Dept.

Forwarded/By Order

[Signature]
SECRETARY TO GOVERNMENT

	(3)	(4)	(5)	(6)
204 Perambayal - Puthuchandu road	MDR	850 111	8,00,000	70
205 Chembayal - Aluva road 0.000	MDR	650 103	5,00,000	100
206 Edanchery - Ramamangalam road	MDR	259 127	100	40
207 Peruvamoozhy - Piravom road Km 10.000 to 14.000	MDR	267 127	100	100
208 Vazhakulam - Arakuzha Moozhy Road	ODR	219		50
209 Koothattukulam - Piravom - Edayar Road	MDR	218	1,00,000	50
210 Puthupadi - Pothanikkad road	MDR	63 51	100	40
211 Trumalappadi - Puthupadi road	MDR			50
212 Vazhakulam - Kothamangalam road	MDR	257 127	100	100
213 Laps and construction of foot path and drains in Keechi city				50
214 Kizhakkambalam - Panjassery road (LA)		149 147	100	50
215 Onnampalam		244 143	100	100
216 Mullassery Canal Bridge			1,00,000	350
217 Kunjunnikkara Palam - LA		252 134	1,00,000	470
218 Kaipinikadavu Bridge		254 134	1,00,000	220
219 Panangayam Bridge				50
220 Edavazhykadavu Bridge		21 140	100	70
221 Ambalamkadavu bridge				280
222 Thettipalam				50
223 Parakkadavu bridge		23 141	100	50
224 Koolimadu Bridge - LA				200
225 Karuvanthuruthi Bridge - L.A				50
226 Theyyathurukadavu Bridge - L.A		5 140	100	200
227 Koradai bridge				400
228 Veitapu Bridge connecting Vallaparamba and Ikkal Kattu Island		2 139	100	150
229 Kozhippalam		18 112	100	100
230 Perandoor canal Bridge		21 49	5,00,000	40
231 Mannachery bridge		120 146	100	70
232 Kochukada bridge	(3)	(4)	(5)	(6)
(1)	(2)			

D1

TECHNICAL SANCTION FOR WORKS
(See P.W.D. Manual Para 10.2.3.6)

KERALA PUBLIC WORKS DEPARTMENT, ROADS & BRIDGES WING

- | | |
|--|--|
| 1) Name of Circle | R&B North Circle, Kozhikode |
| 2) Name of Division | Roads Division, Manjeri |
| 3) Name of Sub Division | |
| 4) Name of work | Construction of a bridge at Kaippinikadavu across Chaiyyar river in Malappuram Dist. |
| 5) Amount of Estimate | |
| 6) Reference to Administrative Sanction (Order and Amount) | G.O.RI.No.1159/2004/PWD, dated 20/11/04 for Rs. 350 lakhs |
| 7) Amount for which Technical sanction is now issued | Rs. 300 lakhs (Rupees Three hundred lakhs only) |
| 8) Source of funds (Budget Head of account/Item No. etc) | 5054-04-800-97 |
| 9) Duration to execute the work | |

ORDER No. CE/R&B/BW/MNJ/999/2005, Dated 23/03/2005

The estimate as briefly described above and copy given herewith is sanctioned as Reg. No. 186-CE/R&B/2004-05

Acc: Estimate

Sd/-
CHIEF ENGINEER.

- 1) Forwarded to the Supdtg. Engineer, R&B, Kozhikode
- 2) Copy to the Accountant General, Kerala, Thriuvananthapuram
- 3) Copy to the Exe. Engineer, Manjeri
- 4) Copy to the Senior Finance Officer, PWD R&B
- 5) Copy to Stock file - Spare

Forwarded/By Order,

[Signature]
For CHIEF ENGINEER.

fel

25/3

NAME OF WORK: CONSTRUCTION OF KAIPPINIKKADAVU
BRIDGE ACROSS CHALIYAR RIVER
IN MALAPPURAM DISTRICT

GENERAL ABSTRACT

1	<u>APPENDIX - A</u> BRIDGE PROPER:-	Rs. 20,324,554
2	<u>APPENDIX - B</u> APPROACH ROAD:-	Rs. 2,519,149
3	<u>APPENDIX - C</u> RIVER TRAINING WORKS	Rs. 1,224,932
4	REMOVING ELECTRIC LINE AND OTHER UTILITIES (LS)	Rs. 500,000
5	LA - CHARGES (LS)	Rs. 5,000,000
6	UNFORSEEN ITEMS	Rs. 431,365
TOTAL AMOUNT		Rs. 30,000,000

(RUPEES THREE HUNDRED LAKHS ONLY)

[Signature]
CHIEF ENGINEER

b
SS/S

Kerala Public Works Department

FORM No. 83

NOTICE INVITING TENDERS FOR WORKS

Name of work Construction of a bridge at Kaippinikadavu
across chaliyar river in Malappuram District

Locality

Issue of tender schedule

31-05-2005 to 07-06-2005
up to 1 PM

P.A.C. Rs. 239 18 635 -

E.M.D. Rs. 50000 -

Time of Completion : 18 Months

Rate of Progress

End of 6th month: 35%

End of 12th month: 70%

End of 18th month: 100%

End of month:%

receipt of
Last date of tender upto 4.00 p.m. on 14-06-2005

KERALA PUBLIC WORKS DEPARTMENT
NOTICE INVITING TENDERS FOR WORK

Form No. 83

Sealed tenders are invited for and on behalf of the Governor of Kerala from registered contractors of P.W.D class.....
for the work of

authorised in this behalf in the presence of such of those tenderers or their authorised agents as may be present. In case it is not possible to open the tenders on the specified date due to any valid reason, the revised time and date of opening of tenders will be intimated in writing to the tenderers.

2. 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.

The total amount of each tender will be read out to the tenderers and all corrections in the tenders will be attested by the tender opening officer with date and initials and by the tenderer, if present. A list of corrections which remain unattested by the tenderer will be made out and pasted to each tender. Details of individual rates will be treated as confidential and will not be read out. Each tender should be accompanied by a receipt for an Earnest Money Deposit of Rs. 50,000/-
The Earnest Money may be produced in one or other of the following forms.

3. All work shall be done in conformity with the specifications and conditions of contract in force in the P.W.D. In case of schedule rate contract tenders must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule of rates. In the 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 works necessary for such as shoring, bailing, form work, scaffolding etc. "The rates quoted shall be inclusive of sales tax."

- (a) Chalan receipt from a Government Treasury. The Chalan will be countersigned by an authorised departmental Officer in the office from where tender forms is purchased.
- (b) Draft on a scheduled bank payable to the officer who has invited tenders.
- (c) Deposit-at-call on a scheduled Bank assigned in favour of the Governor of Kerala.
- (d) Cash remittance is not normally accepted. The officer receiving the tender may, if he considers necessary relax this rule and permit cash being received in special cases.
- (e) G.P. Notes on 12 Year National Defence Certificate Pledged in favour of Superintending Engineer P.W.D. (R&B) North Circle, Kozhikode.

(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.

Tenders not accompanied by such deposit receipt will not be considered. Contractors who have deposited permanent Earnest Money and have secured exemption from individual payments, need not do this except when special earnest money is asked to be deposited.

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

5. Selected contractors will be required to produce income tax and sales tax clearance certificates before final payments made for the work, and before security deposits is released.

4. Tender sealed and endorsed as such with the name of the work clearly written thereon, should be sent by registered / speed post only so as to reach at the office of the Superintending Engineer (R&B) North Circle, Kozhikode before 4 p.m. on or before 14/6/05
This department will not be in anyway responsible for the non receipt of tenders due to the delay or failure on the part of the Indian postal department. They will be opened at the office of delivery on the same date at 4.30 p.m. by the undersigned or such officer as may be

6. The contractors submitting tenders should produce copies of solvency certificates clearly indicating to what extent they are solvent from the Thasildar of the Taluk where they reside along with their tenders.

7. Each tenderer must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefor.

Contractor

[Sd]
Superintending Engineer

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 had 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 was produced are given.

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

8. The tenderers shall examine closely the Madras Detailed Standard Specifications, and also the standard Preliminary specification excluding clause 73 and other clauses relating to arbitration contained there in and sign the Divisional Office copy of the Madras Detailed Standard specification and its addenda volume in token of such study before submitting his tender. Unit rates which shall be for finished work at 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 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 working days in the Office of the Superintending Engineer, PWD, R&B North Circle, Kozhikode.

A copy of the set of contract documents can also be had on payment of Rs.....+ S.T. for each set.

8.(A) The specification issued by the Chief Engineer (General) in circular order No. O & M (I) 12407/88 dt. 11-2-88 shall also be referred to for road works. In the case of any conflict between the provision of MDSS and the above circular order, the latter shall prevail.

9. The tenderer's 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 be used on the work, and the tenderer shall quote his rate accordingly.

10. 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, kins, etc., wherefrom certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials 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 specification of the Contract cannot be obtained in quality or sufficient quantity from the source defined in the Descriptive Specification Sheet, he shall so state clearly in this tender and state where from 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 later on to have misjudged the materials available. Attention of the contractor is directed to standard "Preliminary Specification" regarding payment of seigniorage, 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 for nonavailability or non-access to the site.

11. The tenderer's particular attention is drawn to the sections and clauses to 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 perused all the specification clauses which govern the rates which he is tendering.

12. In consideration of the tenderer being allowed to quote for the work he should keep the tender firm for a period of four months from the date of opening the 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 reason it is found necessary to keep the tender open for a further period, prior consent of the tenderer shall be obtained

Contractor

[Sd]
Superintending Engineer

in writing for every further period of one month.

13. 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 sufficient to make up the balance of 5 percent of the probable value of contract together with the amount of earnest money deposited subject to a maximum of Rs. One Lakh shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule form. 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 Government and fresh tenders shall be called for or the matter otherwise disposed of if as a result of such measures due to the default of the tenderer to pay requisite deposit. Sign contracts or take possession of the work any loss to Government results the same will be recovered from him as arrears of revenue but should it be saving to Government, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts, or under the Revenue Recovery Act. or otherwise the Government may decide.

Note:2. Investment In Treasury Savings Bank will alone be treated as acceptable form of security.

14. The acceptance of the tender rests with the Superintending Engineer (R&B) North Circle, Kozhikode who does not undertake to accept the lowest or any particular tender.

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

16. Drawings, 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 and/or of the Executive Engineer on any working day during office hours or purchased from the Executive Engineer's Office/Superintending Engineer's Office..... on payment of a cost of Rs.....+S.T.per set. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of the Schedule, that the schedule is liable to alteration, 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.

17. Printed Departmental forms of tender and

general specifications can be obtained from the office of the undersigned at the cost of Rs.....+S.T. each.

Tenders not submitted in such printed forms or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contracts not entered, etc., shall be liable to summary rejection.

18. The earnest money deposit of the unsuccessful tenderers will be refunded immediately after tabulating the tenders, keeping only the earnest money of the first 3 lowest tenderers.

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

19. Solicitors 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 tenderer.

20. Tenderers must also state in their tenders if they are prepared to carry out at their tendered rates such portions of the work as may finally be allotted to them by the officer deciding tender.

Note :- The department reserves the right to allot such portion of the work included in the tender to the rates quoted by the tenderer in the absence of specific noting by the tenderer at the contrary against clause 4 on page 5 of tender (P.W.D. Form 84) such allotment shall not vitiate the acceptance and the tender shall indemnify Government against any loss to Government due to failure on the part of the tenderer to carry out such portion of the work allotted to him at the rates quoted by him.

20 (a) "The successful tenderer will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates."

21. Any further information necessary can be obtained at the office of the undersigned on all working days during office hours.

22. The work should be completed in all respects in.....18..... months from the date of handing over the site.

23. 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 or deviations from the quantities of schedule A.

(b) In case final measurement are claimed they shall be taken only for those items for which either the contractor or the Executive Engineer claims final measurement and the quantities of the remaining items

Contractor

[Sd]
Superintending Engineer

in Schedule A shall be accepted as correct.

The lump sum amount mentioned in the agreement will then be by addition thereto or deducting there from as the case may be 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.

(b) When payments on earth work exceeding 300m³ are made based on tape measurements, the Contractors shall give a declaration in writing to the effect that he agrees for the recovery of the over payments if any from the next bill.

(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 authorised variation shall vitiate the contract but additions and omission 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 therefor will be based on the following conditions:-

(i) There shall be an order in writing to execute the extra items of work duly signed by an Engineer not below the rank of an Assistant Executive Engineer before its commencement.

(ii) If the contractor finds after examining the specifications and plans that extras are involved he should give notice to the Engineer to this effect and shall proceed with the execution of the extra 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 items whether additional altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.

(ii) In the case of extra items whether altered or substituted, for which similar items exist in the contract,

the rates shall be derived from the original item by appropriate adjustment of cost 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 of 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 cost of departmental materials. Tender excess if any, will not be applied.

(iv) In the case of additional items the rates shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra 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 parts of items as are not covered in the schedule of rates shall be determined by the Engineer or on the basis of prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with the supporting document, 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 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.

Contractor

[Sd]

Superintending Engineer

(i) In case in which the contractor has executed extra items not contemplated in this agreement but the rates of which require sanction of higher authorities the Division Officer may in such cases, sanction advance up to an amount not exceeding 75 Percent of the amount for the items at the rate worked out and certified by the sub division Officer. The Assistant Engineer shall in all such cases promptly record all authorised extra items executed by the contractor including detailed measurements and quantities thereof in the measurement Book. He shall neither enter any rate for the same in the measurements Book nor include such extra items in the body of the bill when the bill is received in the Sub division, the sub Division Officer shall prepare a separate statement for those extra items showing the items executed, quantity of each item rate for each item worked out by him based on agreement conditions and amount for each item in the basis of the rate worked out by him. He shall also furnish a certificate to the effect that he has personally examined all the extra items they are bonafide, the amount payable for these items will not be less than

Rs.....
(amount to be specified) and that there is no objection in paying 75 percent of this amount as a secured advance. On receipt of the bill with the above statement and certificate, the Division Officer may make payment not exceeding the amount recommended by the Sub Division Officer as a lump sum secured for works done but not billed for.

24. Arbitration shall not be a means of settlement of disputes or claims arising out of the contract relating to the Work.

25. The contracts 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 recognised by or be binding upon Government or their officers it shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

26. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power of attorney authorising other to receive payment on the Contractor's behalf.

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

28. Cement and M.S. rods required for the work will be supplied departmentally from the District/Division Stores at..... and their value recovered at Rs...../per tonne of cement and Rs...../- and Rs...../-

Contractor

per Quintal of M.S. rods, respectively for plain and tor. Steel, Cement and M.S. rods, as well as other materials so issued shall remain the property of Government though in contractors custody and shall not be removed from the stores at work site except under written authorisation by a competent authority not less than the rank of an Assistant Engineer.

In case of M.S. rods, the maximum wastage upto but not necessary 3 percent may be allowed at the discretion of the Executive Engineer in charge of the work and the recovery will be made at the rates specified above.

29. Any other materials available in departmental stores if issued to the contractor will be recovered at book value or issue rate plus 20 percent supervision charges or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 34.

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

31. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is below Rs. 25.

31.A(1) The tenderer shall accept one-third of the total cost of earth works actually executed in respect of road works and minor irrigation works in kind in the form of any cereal under the Food for Work Programme, subject to availability, and take delivery of it from any godown of the Food Corporation of India as and when directed by the Executive Engineer.

(2) The tenderer shall bear the carriage and other incidental charges for the transportation of the cereal to the work site. He shall be responsible for the safe custody and storage of the cereal at his own cost and ensure issue of it to the labourers at a price to be fixed by the Executive Engineer. He shall also comply with the directions of the Executive Engineer regarding the quantum of cereals to be supplied to each labourer as part of his wages.

(3) The tenderer shall produce the accounts of the receipts, distribution, etc., of cereals to the labourers, as and when required by the Executive Engineer.

(4) Any fluctuation of market price of the cereal or deterioration in quantity of the supply should have no bearing on the department for compensation. The tenderer is bound to accept the agreed quantity of the cereal if offered. If the department declines to give any

[Sd]

Superintending Engineer

cereal, no claim for compensation on this account will be entertained by the department.

32.(a) When power rollers (which term includes) steam and diesel roller are hired out to contractors, hire charges for the rollers (which include cost of lubricating oils, grease, small stores and establishment charges but exclude cost of fuel), shall be recovered at the rate of Rs. 200/- per day of eight hours of the full period the roller is hired out to the contractor, including non-working days, except for authenticated period of break-down of the roller for the full working hours of day, that is 8 hours from 8 a.m. to 5 p.m. (including one hour interval for lunch) and for Sunday and other public holidays, if there is no work on these days.

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

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

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

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

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

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

33. 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 sanctioned requirements shall be recovered at book value or issue rate plus 20 percent supervision charges or market rates whichever is higher with sales tax and in addition specific penalty rate stipulated by the Department Market Value will be

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 Chief 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 percent or current market rate whichever is higher and in addition to specific penalty rates as may be fixed by Chief Engineer in the form of Departmental Circular order from time to time shall also be recovered at the direction of Executive Engineer.

33.A(1) Cost of small excess quantity of cement say upto one full bag will be recovered from the contractors without penalty and that if the excess is more than this it will be transferred to other works as early as possible, subject to the condition that the quality of cement is ensured by a responsible officer not below the rank of an Assistant Engineer before utilising it on the work for which it is transferred.

(2) In the case of excess iron and steel rods recovery of cost will be effected at agreement rates if the excess is 3 percent of the total quantity of Iron/Steel materials and the recovery of cost of Iron/Steel materials in excess of the above 3 percent limit will be effected at penal rates, if the excess is not due to any change in design or abandoning a part of the work.

(3) The materials will be issued to the contractors only for meeting the actual requirements so that large excess do not occur at the time of completion of work.

34. Tenders 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 those given under section 61(A) & (B) of companies Act 1956. 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.

35. The contractor will provide his own tools and plant, store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss, damage, theft, mishandling, weathering or any cause whatsoever.

36. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site/in

Contractor

[Sd]

Superintending Engineer

different appendices of the schedule the lowest quoted rate will be accepted for the items in all the appendices.

37. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's compensation Act.

The contractor will also be liable to abide by the fair wage clause condition attached separately.

38. 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 department from time to time.

39. If the department undertakes to supply particular materials no claim for extra payment on account of delay in supply of those materials will be entertained.

40. 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 be rectified by the contractor at his own cost and if the contractor fails to attend to the same it will be got attended to by an other agency and the cost thereof recovered from the original contractor.

41. The contractor should take a licence under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.

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 Government [Vide G.O.(P) No. 136/74/P.W. dated 9th August 1974]

42. The contractor shall employ engineering personnels as detailed below for a period of one to two years according to the tenure of the contract paying Rs.250 p.m. and Rs. 150 p.m. to the Engineering Graduates and Engineering Diploma Holders respectively.

Cost of Work executed **No. of personnel to be employed**

1. For works costing Rs. 10 lakhs upto Rs.20 lakhs One Engineering Diploma holder

2. For works costing above 20 lakhs One Engineering Degree holder

Contractor shall maintain his own records

3. For works tendered on pre-qualification basis. One Engineering Degree holder and one Engineering Diploma holder.

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

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

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

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

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

48. The quantities provided for in the schedule may vary widely and the contractor should be prepared to do any excess over the schedule quantities at his quoted rates for the works.

[Sd/]

Superintending Engineer

R.W.D. (R & B) North Circle
Calicut

(True Copy)

SPECIAL CONDITIONS

Name of work.....

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W.D. The tenderer shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by single entry at the bottom of the schedule under the head "quoted rate of the contractor" by scoring out the irrelevant portion and attesting all the corrections. The rates quoted shall be inclusive once covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, balling, form work, scaffolding, etc. The rates quoted shall be inclusive of sales tax.

2. The rates quoted by the contractor for the various items shall be inclusive of all tools and plants required for the proper execution of work and all other incidental charges and separate claim for these will not be entertained under any circumstances.

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.

4. All the rates quoted should be inclusive of sales tax also.

5. All corrections and insertions in the original tender or schedule whether in the printed matter or elsewhere shall be attested by the tenderer.

6. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit to quantity is admissible and if they make any correction in the specification, etc., the same will be rejected if they have to note anything, they shall note the same as a foot note at the bottom of the page.

7. The earnest money deposit receipt should be attached to the tender, properly pledged lest the tender will be rejected.

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

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

9.A(1) The contractor shall accept one-third of the total cost of earth works actually executed in respect

of road works and minor irrigation works in kind in the form of any cereal under the Food for work programme, subject to availability, and take delivery of it from any godown of the Food corporation of India as and when directed by the Executive Engineer.

(2) The contractor shall bear the carriage and other incidental charges for the transportation of the cereal to the work site. He shall be responsible for the safe custody and storage of the cereal at his own cost and ensure issue of it to the labourers at a price to be fixed by the executive Engineer. He shall also comply with directions of the Executive Engineer regarding the quantum of cereals to be supplied to each labourer as part of this wages.

(3) The contractor shall produce the account of receipts, distribution, etc., of cereal to the labourers, as and when required by the Executive Engineer.

(4) Any fluctuation of market price of the cereal or deterioration in quality of the supply should have no bearing on the Department for compensation. The contractor is bound to accept the agreed quantity of the cereal if offered. If the Department declines to give any cereal, no claim for compensation on this amount will be entertained by the Department.

10. 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 23(e) of Form No.G.W.D. 83.

11. 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 this case.

12. Roofing tiles, hip tiles, wire cut bricks, surki etc., required for the work should be purchased from suppliers approved by the Store Purchase Committee.

13. Bitumen required for the work will be supplied departmentally at Rs..... per M.T. excluding cost of drum containing the bitumen. Recovery rate for bitumen used in excess of the normal wastage of 2 1/2% will be double the issue rate of Rs...../- M.T. (excluding cost of drum) The drum

containing bitumen should be returned to the department to the section store falling which cost of drum will be recovered at Rs.....S.T. per each empty drum.

14. For materials issued for the work 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.

15. For cement and M.S. rods issued for the work but not used a penalty of Rs...../- per Kilograms of cement and Rs...../- and Rs./- respectively for plain and Tor steel per kilogram of M.S. rods will be recovered in addition to the value. 20 percent storage and sales tax.

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

17. Metal of the required sizes alone should be brought to the site of the work Breaking boulders or rubble into metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic. The stacks should be formed as per the standard profile current in the department.

18. 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.

19. Silicious gravel shall consist of only hard nodules not more than 40mm not less than 6mm. dia, in any direction, scraped from the hill sides and free from admixture of earth or laterite chips.

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

21. Variation in supply in each 200 metre length exceeding 1 percent from the approved idnt will not ordinarily be allowed. But supplies above 1 percent over the stipulated quantity in the particular 200 metre length may be accepted at the discretion of the Executive Engineer and in that case such quantity will be paid at of the agreed rates. Similarly if supplies fall short by norethan 1 percent recovery for this deficiency will be made at half of agreed rates. Excess supplies or deficiency in supplies over 10 percent however will be accepted only at the discretion of the Executive Engineer subject to its being penalised at half of the agreed rates. The maximum penalty shall however be limited to 10 percent of the contract.

22. The contractor will have to make his own arrangement to convey the materials supplied by the department and 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.

23. The contractor should take out licence for storing gun powder and explosive required for rock blasting as per Explosive Act.1940.

24. Empty cement bags will not be taken back but its cost at Rs. 1 per bag will be recovered towards value with the usual sales tax.

25. Recovery for M.S. rods shall be effected at agreed rates for the quantity actually used plus wast age, if any. The percentage of wastage will be fixed by the Executive Engineer, but at any rate it should not exceed 3 percent of the actual usage.

26. If the department undertake the supply of any materials no claim for extra payment due to delay in supply of those materials will be entertained.

27. If materials other than those specified in the tender are issued by the department, recovery will be effected at data rate plus storage plus sales tax or at current market rates at the item of issue whichever is higher.

28. Hire charges of tar boiler and sprayer if supplied departmentally will be recovered at Rs..../- per day for the whole period they are in the custody of the contractor.

29. 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.

30. A day means 8 working hours for purpose of calculation of hire charges of rollers, pumpsets and other machinery unless otherwise specified.

31. "The contractor has to take the roller from the place where it is allotted and return it to the same spot at his own cost and responsibility."

32.(a) "When power rollers (which term includes steam and diesel rollers) are hired out to contractors, hire charges for the rollers (which include cost of lubricating oils, grease small stores and establishment charges but excludes cost of fuel), shall be recovered at the rate of Rs. 200.00/- per day of eight hours or part thereof, for the full period the roller is hired out to the contractor including non-working days, except for authenticated periods of break down of the roller for the full working hours of a day (that is 8 hours from 8a.m. to 5p.m. including one hour's interval for lunch) and for sundays and other public holidays if there is no work on these days".

("The daily rate of hire fixed by the Chief Engineer shall be for a day of 8 hours or part thereof between 8 a.m. and 5 p.m. with one hours interval for lunch.")

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

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

(b) "The average outturn expected from a power roller for a day of 8 hours is as fixed by the Chief Engineer, R and B, for the various items of road work. A variation of plus or minus 2% percent may be allowed to this average if the daily out turn from the roller falls outside the permissible variations, the contractor shall be charged at 1½% times the rate of normal hire for the day specified for the roller concerned. However, this clause shall not be applicable in cases where variations is due to authenticated periods of break down of the roller or inclement weather.

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

34. If part payment is claimed for metal supply 20 percent of the supply will only be made in the part bill. The spreading and consolidation should be done within two months of supply.

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

36. All items should be carried out as per the relevant specification in the M.D.S.S. and all clauses of preliminary specification excluding clause 73 and other clauses relating to arbitration contained therein should be complied with.

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

38. 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/dated 7th March 1956 and any dues to the labour will be recovered from his bill as fixed by the departmental officers.

39. The contractors alone is responsible for the salary of his labourers and damages, if any payable under "Workmen's Compensation Act," will be to his debit.

40. It shall be the contractor's responsibility to protect the public and his employees against accident from any cause 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 provision of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims there under.

41. The contractor shall be for any loss caused to the Government on account of the above work including any that may arise due to nonfulfilment of the contract. He should comply with the rules laid down in the Central P.W.D Contract regulations regarding fair wages.

42. The work shall be completed in all respects and also the rate of progress within the time limit and stipulations in the form No.83. Notice inviting tender failing which the contractor is liable to be fined as stipulated in special condition No.49.

42. Defects, if any noticed within the gurantee period prescribed hereunder clause 43 a & b will be got recitified by the contractor, in default of which this will be attended by the department and the cost made good from the contractor.

43(a). The gurantee period for bridge works will be three years from the date of completion as certified by the agreement Authority.

(b) The gurantee period for newly constructed roads will be one and half years and for works or renewal and resurfacing of roads the gurantee period will be one year.

44. The contractor should produce latest sales tax and agricultural income tax clearance certificate and also income tax clearance certificate for receiving final payment.

a) Rate of Tax will be applicable as per Government order or Notification in the matter from time to time.

b) Rate of tax will be applicable as per Govt. Notification dated 21-10-'91 published in Kerala Gazette dated 2-11-'91 Viz"as per condition to sub section (6) of section 7 of Kerala Government Sales Tax Act 1968, contractor doing civil works of constructions may pay at his option tax in accordance with clause (VI) of Section 5 or one and a half percent on the whole of the contract."

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

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

47. The Contractor agree that before final payment shall be made on the contract, he will sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out or connected with the contract. Provided that nothing in the clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Executive Engineer is supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor.

48. The tender notice and Form No.83 notice inviting tender form part of the agreement.

49. The date fixed by the Superintending Engineer for the commencement and completion of works as entered in this agreement shall be strictly observed by the contractor who shall pay damages at the rates of (1) one percent on the estimated value of the contract for every day not exceeding five days that work remains uncommenced or unfinished, after the proper date and further to ensure good progress during the execution of works, the contractor shall be bound unless the contract provide otherwise in all cases in which the time allowed for a work exceed one month to complete. One-fourth of the whole time allowed for it has elapsed. One-half of the work when one-half of time has elapsed and three-fourth of work when three-fourth of time has elapsed and penalty for the failure in either of these cases shall likewise be that the contractor shall be subject to pay daily damages at the rate of (1) one percent on the estimated value of the amount of work that should be completed by that time provided always that entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole amount of retention plus the security deposit. All damages payable under the provisions of this clause or clause 12 of the conditions of contract shall be

considered as liquidated damages to be applied to the use of this Government without reference to the actual loss sustained owing to the delay.

50. If during execution the proportion of materials 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.

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

52. The contractor should engage at his own cost a diploma holder (Civil Engineering) with sufficient practical experience for the proper execution and supervision of works costing from Rs.....lakhs to.....lakhs one Engineering Diploma holder (Civil Engineering), for works costing above 20 lakhs, one Engineering Graduate and one Diploma Holders for paying Rs.....p.m. and Rs..... p.m. to Engineering Graduate and Diploma Holder respectively.

53. All other conditions and specifications of contract are the same as those current in the department.

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

55. All concrete should be machine mixed and vibrated.

FAIR WAGE CLAUSE

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

"Fair Wage" means wage whether for time or 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 not with standing the provisions of any contract to the contrary cause to paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work as of the labourer had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with (the Central

F.W.D Contractor (s labour) regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages, not paid and deductions unauthorisedly made maintenance of wages register, other terms of employment, inspections and submission of periodical returns and all wage cards, publication of scale of wages and returns and all other matters of a like nature.

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

(e) Vis-a-viz the Central Government the contract for shall be primarily liable for all payments to be made under for the observance of the regulations aforesaid without prejudice to his right to claim from this subcontractors.

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

Clause 45 of M.D.S.S- Accidents-Huarding-Lighting-Observations-Watchmen.

(a) When excavations have been made or obstacles have been put in public thorough fares or in place have been put in public thorough fares or in place where there is any likelihood of accidents, the contractors shall comply with any requirement of law on the subject, and shall provide suitable boardings 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 properly insure against any claims there under.

(c) On the occurrence of an 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 Public Works Department 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 information in the manner aforesaid including the penalties or fines if any payable by Government a consequence of Governments 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 money as may, 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.

Contractor

(Sd)

Superintending Engineer
FORM OF DECLARATION

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

2. I.....do hereby distinctly and expressly declare and acknowledge that I have read the Madras detailed standard specifications excluding the clause 73 and other clauses relating to arbitration contained therein

Contractor

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

Contractor

(Sd)

SUPERINTENDING ENGINEER
P.W.D. (R & B) North Circle, Calicut.

(True Copy)

[Handwritten signature]
Ombudsman Buzolwad

Bho man/mw - II

Name of work: Construction of Kappinikadanu Bridge
in Malappuram District

ABSTRACT ESTIMATE

S.No	Description	Amount
------	-------------	--------

APPENDIX - A - BRIDGE PROPER:-

	<p>1 Construction of earthen island of size 14m x 11m size to an average depth of 4m with 0.75m above water level by driving down countrywood poles to an average depth of 2.5m below bed level at 75 cm dia for posts and struts and tying with country wood posts 75cm dia horizontally with vertical poles already driven down and screening with double bamboo mat planes filling inside with sand with all leads and lifts and made water tight and maintaining the island till completion of works cost and conveyance of all materials to site and all hire and labour charges and other incidental charges etc. complete including dismantling the island after completion of work etc. as directed by the deptt. officers at site.</p>	
3 nos @	104679 /E	314,037/-
2	<p>Earth work excavation of ordinary soil and depositing on bank and left in the initial lead and lift for the foundation of abutments including breaking clods, watering, grading and sectioning of spoil banks etc. complete</p>	
2200 m ³ @	405.00/m ³	89,100/-
3	<p>Providing MS circular liner using 6 mm thick MS sheet for outer casing for 1000 mm internal dia bored cast in situ piles including cost of MS sheet, conveyance, all labour charges for cutting, bending to the required shape, welding fabricating and placed in position after applying one coat iron primer and driving down the welded and in time stage by stage to the required depth including driving plant and all other equipments required for proper completion of the work etc. complete with standard specification as per direction of the deptt. officers at site.</p>	
264 CO. @	4655.00/m	1,268,540/-
4	<p>Providing bored cast in situ RCC piles of size 1000 mm dia in RCC M25 design mix using 20mm and granite broken stone as coarse aggregate and clear river sand as fine aggregate as per drawing and technical specification of MOST including cost and conveyance of all materials, all labour charges and hire charges for 50 HP engine and 30HP vertical pump, tremie pipe, mixer, tripod and accessories including hire and running charges of piling rig bentonite pump including repair and renewal charges, other incidental charges for mobilisation of special equipments and transferring and reinstating the same from one location to another etc. with standard specification as per the direction of the departmental officers at site but excluding charges for reinforcement.</p>	
432 m @	4545.00/m	1,969,717/-

<p>4 Bored cast in situ reinforced piles of size 1.0m dia as per drawing and technical specification of Mobil in the cap of the pile including 10mm Cement Concrete M20 using 20mm broken stone including cost and conveyance of all materials required for the work including all labour charges and hire charges for which 50 HP engine 30 HP vertical pump hire and running charges of piling rig, portable pump including taper and renewe charges, other incidental charges for mobilisation of special equipments and transferring and re-installing the above from one location to another etc. with stop specification as per the direction of the departmental officers at site using OPC 43 or PPC cement in the rock portion (rock penetration of 50 cm depth in each pile hole)</p>	22.00 m @ 5241.00/m	181,302/-
<p>5 Chipping and removing excess length of RCC pile M 25 without damaging the remaining portion up to clear and fine concrete above and upto cut off level of the pile including all labour charges and hire charged for equipments etc. complete as per the direction of deptt. officers at site</p>	17.27 m @ 24.00/10cm	41,455/-
<p>6 Test loading on bored cast in situ piles for a total load of 195 MT for abutments and 268 MT for piers by means of hydraulic jack of 500 MT capacity placing over the test piles properly seated over the piles by procing a thick MS Sheet in between jack and pile and bracing 2 nos of MS girders of suitable length and section 250x800 mm as first tier and over which second tier of girders of suitable length and section 150x800 mm at 80 cm c/c properly cut and welded providing platform with MS plate over the second tier of girders and loading over this by stacking sand bags carefully to the required weight including cost and conveyance of sand and empty sand bags, hire and conveyance of loading platform and equipments such as hydraulic jack, MS sheet, pressure gauge, dial gauge, etc., complete and unloading carefully after test loading and removing the platform etc. complete as directed by the departmental officers at site</p>	1050 1157 T	1,225,350/-
<p>8 C/C 1:4:8 using 40 mm hard granite broken stones including cost and conveyance of all materials and all labour charges watering, curing etc. complete for base of the pile cap upto a thickness of 100 mm</p>	13.00 m @ 1583.00/m ³	20,579/-
<p>9 VRCC M20 design mix using 20mm broken stone for moulding pile cap including all cost, conveyance, labour charges, hire for formwork, watering, curing, etc. complete but excluding cost of reinforcement</p>	27.00 m @ 31.00/10cm	837,000/-
<p>10 VRCC M15 design mix using 20mm broken stone for moulding abutment and solid wing walls including all cost, conveyance, labour charges, hire for formwork, watering, curing, etc. complete but excluding cost of reinforcement</p>	92.00 m @ 29.00/10cm	266,800/-
<p>11 VRCC M20 design mix using 20mm broken stone for moulding piers including all cost, conveyance, labour charges, hire for formwork, watering, curing, etc. complete but excluding cost of reinforcement</p>	102.00 m @ 32.00/10cm	326,400/-

12. RCD 100 kg bag mix using 20mm broken stone for moulding apron curb and over cast including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	30.00 m3 @	66.50 / m3 m3	199,500/-
13. RCD 100 kg bag mix using 20mm broken stone for moulding curb wall including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	21.00 m3 @	40.00 / m3 m3	84,000/-
14. RCD 100 kg bag mix using 20mm broken stone for moulding curb wall curb wall including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	2.00 m3 @	56.00 / m3 m3	11,200/-
15. Providing Expansion Joints of size 60mm x 164 mm tested quality	15		150,000/-
16. RCD M20 design mix using 20mm broken stone for moulding 1 Bear Deck slab and kerb etc. including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	550.00 m3 @	91.00 / m3 m3	5,006,000/-
17. RCD M20 design mix using 20mm broken stone for moulding kerb etc. including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	17.00 m3 @	66.00 / m3 m3	112,200/-
18. Providing Reinforcement for width 1.24 using 20 mm broken stone for foot path including all cost conveyance labour charges hire for formwork watering curing etc complete but excluding cost of reinforcement	1.00 m3 @	69.00 / m3 m3	69,000/-
19. Providing drainage system with 100mm dia PVC pipe 10m long with 100 grating of 150x150mm including all cost conveyance and labour charges etc complete	112.00 nos @	66.00 / E	7,392/-
20. Providing steel reinforcement for RCD Works bent bed and placed in position including all cost conveyance, & erect charges etc etc including for steel	5kg	2850 / kg	14,250/-
21. Providing Expansion joints with 16 Gauge aluminum sheets including all cost conveyance labour charges cutting and bending charges for aluminum sheets into required size and shape and filling the gap with bitumen saw dust mix etc complete	50 m2 @	974.40 / m2	48,720/-
22. Providing wearing surface with 100mm thick concrete using 20mm metal broken stone including all cost conveyance labour charges watering curing etc complete	60.00 m3 @	29.00 / m3 m3	1,740,000/-

23. Welding joints to the 100 mm dia rods at the vertical ends including cost of electrode, current charges, hire for welding plant etc. complete.				
a. Welding joint for 20 mm dia rods	1000 nos @	150.00/E		150,000/-
b. Welding joint for 22 mm dia rods	1200 nos @	100.00/E		120,000/-
c. Welding joint for 26 mm dia rods	500 nos @	115.00/E		57,500/-
24. Providing spot welding for the pile reinforcement with verticals to links and cage rings before erecting and placing in the bore hole including cost of electrode, welding plant, current charges, hire for winch and all other labour charges etc. complete.				
	99150 nos @	146.00/100		145,262/-
25. Providing lap welding for the pile reinforcement for the vertical overlaps on erecting reinforcement stage by stage and placing in the bore hole including cost of electrode, hire for welding plant, current charges and labour charges etc. complete.				
	680.00 m @	48.00/m		37,840/-
26. Filling with dry river sand in between the wings and abutments including cost and conveyance of sand and labour charges etc. complete.				
	228.00 m ³ @	214.00/m ³		48,150/-
27. Painting with approved quality water proof paint two coats for hand rail and posts including all cost conveyance and labour charges etc. complete.				
	458.00 m ² @	226.00/10m ²		10,283/-
28. Painting with synthetic enamel paint of suitable colour with approved quality two coats as directed by the Dept. officer at site including all expenditure.				
	275.00 m ² @	380.00/10m ²		10,450/-
29. Bailing out water using 8HP engine and pump set including hire and conveyance labour charges etc. permit etc.				
	2500 hrs @	15.00/HP/hr		37,500
Total Amount:			Rs.	<u>20,924,554/-</u>

APPENDIX - E - APPROACH ROAD

7 Earth work excavation in hard soil and loosening the soil for filling back to in laying portion of the road where ever necessary within the initial lead and lift including the cost of haulage, watering, ramming and sectioning of sub-banks etc. complete	4135 m ³ @	592.00/m ³	273737.00/-
8 Earth work filling with departmental earth available from the cut earth for filling in areas not more than 20 cm spread thickness to lines and levels and consolidating with power roller including breaking clods, watering, ramming, and sectioning of spot.	3500 m ³ @	58.00/m ³	25,800/-
9 Earth work expansion of hard soil and depositing on bank and with in the initial lead and lift for the foundation including breaking clods, watering, ramming and sectioning of sub-banks etc. complete	500 m ³ @	755.00/m ³	60,480/-
10 Dry rubble masonry for foundation and superstructure of retaining wall including all cost conveyance and labour charges etc. complete	700.0 m ³ @	659.00/m ³	461,300/-
11 C.C 1:4 using 20mm broken stone for top belt of retaining wall including all cost conveyance labour charges, hire for formwork watering during etc. complete	37.00 m ³ @	20.00/m ³	74,000/-
12 C.C 1:4 using 40 mm hard granite broken stones including cost and conveyance of all materials and all labour charges watering, during etc. complete for foundation of drain	65.00 m ³ @	1693.00/m ³	143,905/-
13 C.C 1:3 using 50% 40 mm and 40% 20 mm metal for superstructure of side drain including all form work cost and conveyance of all materials, labour charges, watering during etc. complete	177.00 m ³ @	2115.00/m ³	376,720/-
14 Plastering with cement mortar 1:4, 15mm thick, one coat floated hard and trowelled smooth including cost and conveyance of all materials, labour charges, watering during etc. complete	1140.00 m ² @	650.00/m ²	74,100/-
15 Demolishing of existing surface and removing the debris within initial lead and lift including all cost conveyance and labour charges etc. complete	75.00 m ² @	121.00/m ²	908/-
16 Collection, supply and stocking of graded metal 60 mm and 36 mm in 7:3 proportion of approved quality on the sides of the road in standard heaps including all cost conveyance and labour charges etc. complete.	320.00 m ³ @	627.00/m ³	205,530/-

13 Collection and supply and stacking of 30 mm hard granite broken stones of approved quality at the sites of the road works heaps including all cost conveyance and labour charges etc. complete.	1200.00 m ³ @	573.00/m ³	217,740/-
14 Spalling and stacking good grade metal for binding including all cost conveyance and labour charges etc. complete.	130.00 m ³ @	150.00/m ³	22,515/-
15 Metalling the sub base 100 mm spread thickness and compacted to 75 mm thick using depth. Broken stones at the rate of 7:3 of 50 mm and 30 mm and depot binding material at the rate of 0.2 m ³ /10 m ² and rolling dense spreading broken stones to terminate eg.	3350.00 m ² @	239.00/10m ²	92,015/-
16 Metalling the sub base 100 mm spread thickness and compacted to 75 mm thick using depth. 30 mm metal and binding material spreading the metal to line levels and rolling dense, then the spreading binding material again rolling watering, re-rolling etc. etc.	3750.00 m ² @	239.00/10m ²	89,625/-
17 Collection and Supply of 12mm broken stone and stacking including all cost, conveyance and labour charges etc. complete.	102.00 m ³ @	710.00/m ³	72,420/-
18 Collection and Supply of 5mm broken stone and stacking including all cost, conveyance and labour charges etc. complete.	35.00 m ³ @	556.00/m ³	19,460/-
19 Providing 20 mm screened chipping carpet over WBM surface with departmental broken stone after thoroughly cleaning the surface and applying a priming coat of 7.5 kg cement / 10m ² and spreading the hot pre mix of 27m ³ 12mm metal and 12.50 kg cement / 10m ²	3750.00 m ² @	633.00/10m ²	239,250/-
20 Providing RCC guard stones of size 1.00x0.20x0.20 m with cement concrete 1:2:4 using 20 mm metal including all form work, cost, and conveyance of all materials, labour charges, watering curing etc. complete with necessary flag charge.	334.00 nos @	121.00/E	40,414/-
21 Painting with synthetic enamel paint 2 coats after a priming coat over guard stones including all cost conveyance and labour charges etc. complete.	201.00 m ² @	380.00/10m ²	7,638/-
22 Rough stone dry packing for centre portion of approach road near to the bridge including all cost conveyance and labour charges etc. complete.	Say 35.00 m ³ @	647.00/m ³	23,292/-
Total Amount			Rs. <u>2,519,149/-</u>

APPENDIX-C

RIVER IMPROVEMENT WORKS

B - Side protection work

1 Earth work excavation of ordinary soil and depositing on bank and with in the initial bed and in for the foundation including breaking clods, watering, ramming and smoothening of spot banks etc. complete	540 m ³ @	405.00/10m ³	21,870/-
2 C.C. 1:4 using 40 mm hard granite broken stones including cost and conveyance of all materials and all labour charges watering, curing etc. complete for foundation retaining wall of 1.5m sides	105.00 m ³ @	1693.00/m ³	182,844/-
3 C.C. 1:4 using 20mm broken stone for foundation and vertical & horizontal belt of retaining wall including all cost conveyance, labour charges, hire for formwork watering curing etc. complete but excluding cost of reinforcement	196.00 m ³ @	27.00/100m ³	529,200/-
4 Providing steel Reinforcement for RCC Works part bed and placed in position including all cost conveyance & labour charges etc. complete using T12 steel	45.00 Qt @	2607.00/Qt	137,543/-
5 Dry rubble masonry for foundation and superstructure of retaining wall including all cost conveyance and labour charges etc. complete	525.0 m ³ @	658.00/m ³	345,675/-
6 Boring soil water using 6HP engine and pump set including hire and conveyance labour charges etc. complete	500 hr @	15.00/HP/hr	7,500
Total Amount			Rs. <u>1,274,932/-</u>

[Handwritten signature]
 B. C. ...
 15/10/20

[Handwritten signature]
 ...