

15 -ാം കേരള നിയമസഭ

5 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2827

12-07-2022 - ൽ മറുപടിയ്ക്ക്

വരട്ടാർ, ആദിപമ്പ നദികളിലെ ചെളി നീക്കം ചെയ്യുന്നതിന് കരാർ


ചോദ്യം		ഉത്തരം	
ശ്രീ. അൻവർ സാദത്ത്		ശ്രീ. റോഷി അഗസ്റ്റിൻ (ജലവിഭവ വകുപ്പ് മന്ത്രി)	
(എ)	വരട്ടാർ, ആദിപമ്പ നദികളിലെ ചെളി നീക്കം ചെയ്യുന്നതിന് കരാർ നൽകിയിട്ടുണ്ടോ; പ്രസ്തുത കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(എ)	വരട്ടാർ, ആദിപമ്പ നദികളിലെ ചെളി നീക്കം ചെയ്യുന്നതിന് കരാർ നൽകിയിട്ടുണ്ട്. കരാറിന്റെ പകർപ്പുകൾ അനുബന്ധം -1 ആയി ചേർക്കുന്നു.
(ബി)	കരാർ അവസാനിച്ച ശേഷം പുതിക്കിനൽകിയിട്ടുണ്ടോ; എങ്കിൽ പുതുക്കിയ കരാറിന്റെ പകർപ്പ് /രേഖകൾ നൽകാമോ?	(ബി)	നൽകിയിട്ടുണ്ട്. പുതുക്കിയ കരാറിന്റെ പകർപ്പ് അനുബന്ധം - 2 ആയി ചേർക്കുന്നു.


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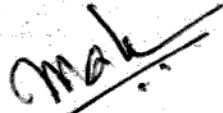


AGREEMENT NO. 09/SE/ISC/2021-22 DATED:- 14.09.2021

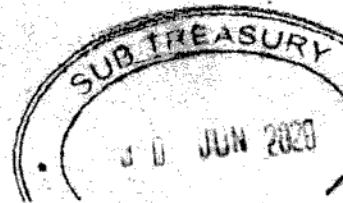
CONTRACT AGREEMENT entered into this 14th day of September 2021 (Two Thousand and Twenty one) between Sri. Praveen Kumar K.G, Souparnika, Thalavady P.O., Alappuzha on the one part and the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram, for and on behalf of the Governor of Kerala (hereinafter called the Government) on the other part, for the execution of the work "Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthitta District- Removal of earth deposited during the last flood" by the former, for the use of the Irrigation Department for Government of Kerala State as per Govt. Letter No. IR2/229/2017/WRD dated: 14.07.2021 and Judgment of High Court of Kerala on WPC No. 15259 of 2021 dated: 14.09.2021 accompanying conditions approved by the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram which form part of this agreement.


Contractor


Superintending Engineer


പ്രവേൻ കുമാർ കി.എസ്

Praveen Kumar K.G
Souparnika
Thalavady



NO-996 Rs-25000f
30-6-2021

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹. 25000

पच्चीस हजार रुपये

RS. 25000

TWENTY FIVE THOUSAND RUPEES

INDIA

കേരളം കേരल KERALA

C 22399

Signed and delivered by the above mentioned Contractor Sri. Praveen Kumar K.G

Praveen
Contractor

In the presence of:-

- 1. Smt. Subha R. V, Head Draftsman *Subha R.V.*
- 2. Sri. Babu. T, First Grade Draftsman *[Signature]*

Signed and delivered by Sri. Sunil Raj D., Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of the State of Kerala.

Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(for and on behalf of the Governor of the State of Kerala)

In the presence of:-

- 1. Smt. Subha R. V, Head Draftsman *Subha R.V.*
- 2. Sri. Babu. T, First Grade Draftsman *[Signature]*

M.K.L.
സംസ്കാരം ഉദ്യോഗസ്ഥൻ

No 2295 @ 25,000/-
30-6-2020

Praveen Kumar K.G.
Sub Inspector

[Signature]
Jacob Mathew
Stamp Vendor

SUB TREASURY
J H JUN 2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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25000
पच्चीस हजार रुपये

Rs.
25000
TWENTY FIVE THOUSAND RUPEES



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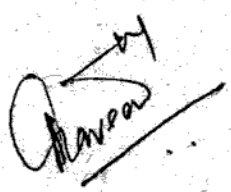
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केरल KERALA

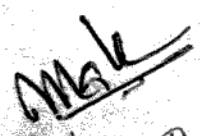
C 223959

AGREEMENT NO. 09/SE/ISC/2021-22 DATED:- 14.09.2021

Name of Work: "Expression of interest for the Rejuvenation of Varattar and
Aadhipampa in Pathanamthitta District- Removal of earth deposited
during the last flood"


Contractor


Superintending Engineer


01m127mb 032-281mrb

No. 2292, Rs. 25,000/-
30-6-2020
Praveen Kumar K.G.



SUB TREASURY
U.C.I.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.
25000
पच्चीस हजार रुपये



Rs.
25000
TWENTY FIVE THOUSAND RUPEES

കേരളം കേരल KERALA

C-223997

AGREEMENT NO. 09/SE/JISC/2021-22 DATED:- 14.09.2021

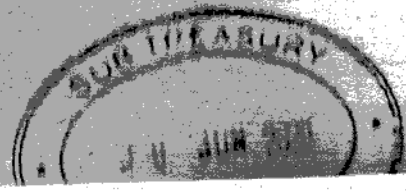
Name of Work: "Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthitta District- Removal of earth deposited during the last flood"

Praveen
Contractor

[Signature]
Superintending Engineer

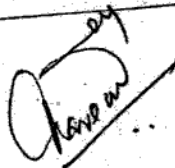
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01/09/2021

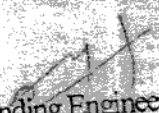
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21-1-2021
Praveenkumar K V
Sourasnik
V.P. PUNNOOSE

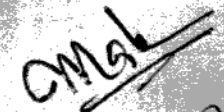


MEMORANDA OF WORK TENDERED

Name of work	"Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthitta District- Removal of earth deposited during the last flood"
Approximate quantity of sand to be dredged	6,42,273.20 m ³
Rate	₹ 684/m ³ (Six hundred and Eighty four only)
Approximate cost of sand	₹ 43,93,14,868.80/- (Rupees Forty Three Crores Ninety three lakhs Fourteen Thousand Eight Hundred and Sixty Eight and paise Eighty only)
Date of starting	From the date of handing over the site.
Date of completion	4 (Four) months from the date of handing over the site.
Details of security	<p>Security Deposit:- Treasury Savings Bank Term Deposit (Fixed Deposit) Certificate No. JL 0404001/799010501599497 dated 02.08.2021 for an amount of Rs. 2,19,65,750/- from Sub Treasury, Changanacherry</p> <p>Bank Guarantee No. 7014221BG0000003 dated 04.08.2021. for Rs. 2,19,65,750/- of the State Bank of India, MG Road Branch, Joys Building, Ernakulam.</p>


Contractor



Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(for and on behalf of the Governor of the State of Kerala)

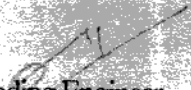

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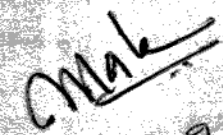
RATE OF PROGRESS

“Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthi District- Removal of earth deposited during the last flood”

Period after the date of commencement	Portion of work to be completed.
First month	25 %
Second month	50 %
Third month	75 %
Fourth month	100 %


Contractor


Superintending Engineer
Irrigation South Circle, Thiruvananthapuram,
(For and on behalf of the Governor of Kerala)


സൂപ്പർവൈസിംഗ് എഞ്ചിനീയർ

FORM OF NOMINATION

I, Praveen Kumar K.G do here by nominate and authorize my Managing Director, Siju Mathew, S/o Mathew Nedumparambil Vereed aged 46 years residing 64A/4, Nedumparambil House, Divine Nagar, Kakkanad Post, Ernakulam, Kochi- 682 030 to receive all or any sum found due to me under the terms of contract (Agreement No. 09/SE/ISC/2021-22 dated: 14.09.2021) and details of contract in the event of my death before the amount has become payable or having become payable but has not been paid.

Signature



Name: Sri Praveen Kumar K.G

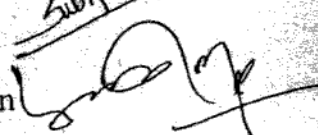
Address: Souparnika,
Thalavady P.O.,
Alappuzha.

In the presence of witness

1. Smt. Subha R. V, Head Draftsman

Subha R.V.

2. Sri. Babu. T, First Grade Draftsman



Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(for and on behalf of the Governor of the State of Kerala)

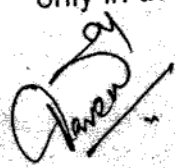
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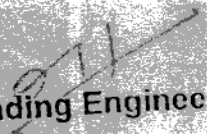
CONDITIONS OF MOU

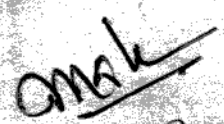
1. The successful firm or contractor should dredge or excavate the sand from the river demarcated area by the Executive Engineer or authorized officer at site and convey the same at contractor's own place of choice.
2. The dredging has to be carried out uniformly and from the demarcated area of the river and to the required depth cutting only as pointed out by departmental officers at site.
3. The bottom of the river should be uniform without any undulation and the materials available should not be deposited on the banks.
4. In case the department considers that the materials obtained are required for departmental use, the contract can be terminated.
5. The firm should enter into an agreement with the department and should deposit an amount equal to the 10 percent of the assessed value of the sand to be removed as security deposit (Minimum of 50% of the SD shall be deposited at Treasury at the time of excavating the contract)
6. The firm should deposit the amount for the measured quantity in the TSB account of the Executive Engineer, Irrigation Division, Kollam before removing from the site.
7. The necessary tax, welfare fund, royalty any other taxes should be borne by the successful firm.
8. The work has to be completed at an early date not later than 120 days from the date of agreement.
9. All the codal provisions and current Government orders will be applicable to the firm for this work.
10. The bidder should not make any damages to the existing structures and should not cause pollution to the environment. If such incidents happen the agreement authority has got the right to terminate the contract at the risk and loss of the firm, and such liabilities will be recovered by enforcing RR proceedings.

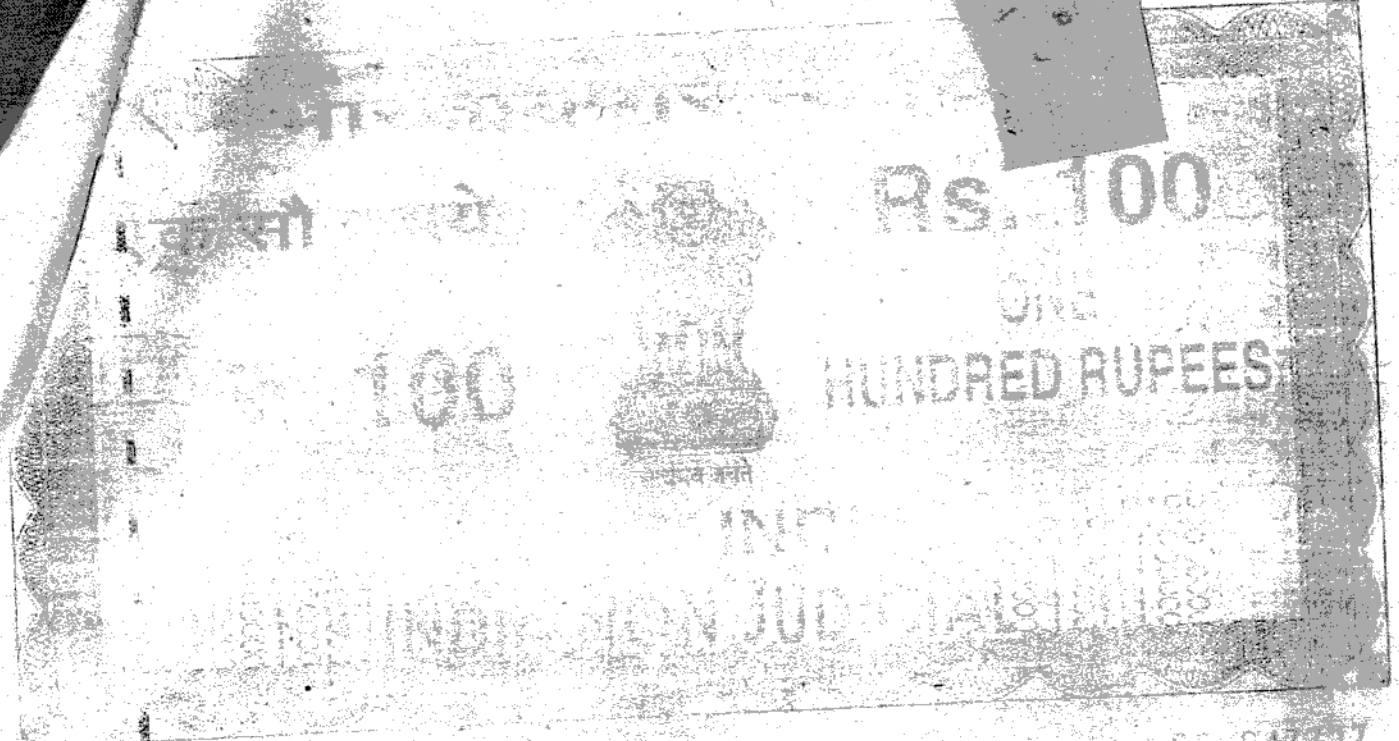
d or excavate the
Executive Engineer or a
own place of choices
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Departmental office
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- completion of the work the SD will be reimbursed after settling all the payments due to department and deducting any liability assessed by the department.
- The dredged materials should be removed only after getting prior permission from the concerned officers and only from the places pointed out the engineer in charge.
13. The dredged materials should be transported only during the working days from 8 AM – 5 PM after getting the necessary pass with.
 14. The dredged materials should be removed with necessary pass specifically mention the lorry number and quantity. Over loading should not allowed.
 15. No claim is entertained if the quantity of sand to be removed comes less than the estimated quantity.
 16. All the expenses required for dredging, excavation, stacking, reporting of measurements, dumping, Conveyance of dredged materials etc are to be beared by the selected bidder.
 17. The firm should employ competent technical hand and sufficient employees at site for smooth progress of the work.
 18. Any legal dispute aroused during the progress of the work has to be dealt by the selected firm.
 19. Any legal dispute in the agreement with the department has to be carried out only in the Civil Court stationed at the office where agreement is executed




Superintending Engineer


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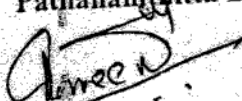


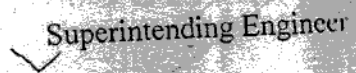
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SUPPLEMENTAL AGREEMENT NO.1 TO THE ORIGINAL AGREEMENT
NO.09/SE/ISC/2021-22 DATED: 14.09.2021

Supplemental Agreement entered in to on this 31st day of January 2022 (Two thousand and Twenty Two) between Sri. Praveen Kumar.K.G, Souparnika, Thalavady.P.O, Alappuzha District (hereinafter called the Contractor which expression shall include his heirs, executors, administrators and permitted assigns) on the one part and the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala (hereinafter referred to as the Government) on the other part.

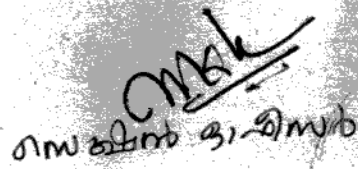
Whereas an Agreement was entered into between the parties hereto numbered as Agreement No. 09/SE/ISC/2021-22 DATED: 14.09.2021 of the Office of the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram (hereinafter referred to as the Principal Agreement) under the terms of which the contractor has agreed to executed the work "Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthitta District"


Contractor


Superintending Engineer

No. 16907

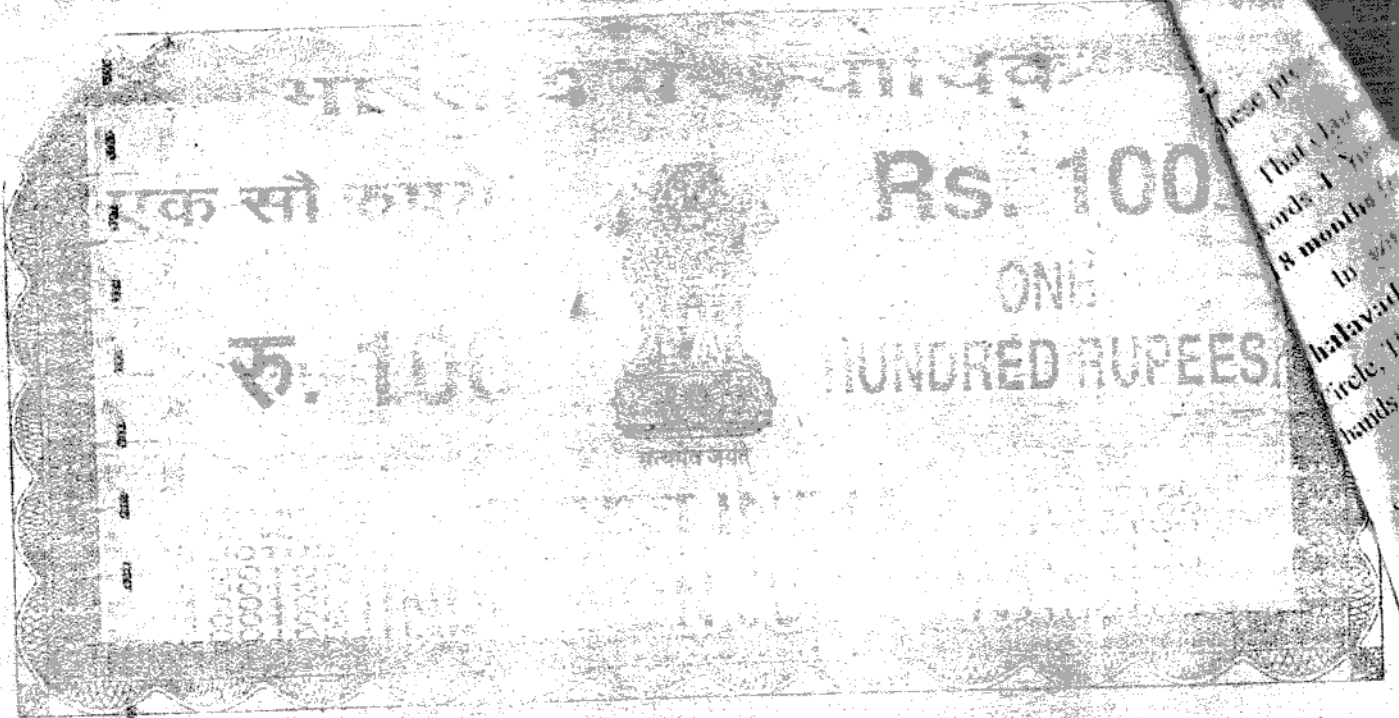
Rs 100/-
Praveenkumar K.S


Praveen Kumar.K.G

14/1/22

Pranav mo-2

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that have
words of
8 months
In
halved
circles
hands
Sign

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More particularly mentioned and described therein (hereinafter referred to as the said work in accordance with the terms and conditions stipulated therein within a period of 4 (Four) months from the date of handing over the site to the contractor excluding off season. The site was handed over to the contractor on 22.09.2021 and as such the work would have been completed on or before 21.01.2022 (Hereinafter referred to as the said period).

Whereas the contractor has stated that, due to unexpected heavy rain and flood happened in 2021, he could not complete the work within the stipulated time and requested the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram in writing that the period of completion of the said work be extended from 22.01.2022 to 20.05.2022

Where as the Superintending Engineer, Irrigation South Circle Thiruvananthapuram has agreed to grant the extension of the period of completion of the said work under the Principal Agreement up to 20.05.2022 from 22.01.2022 without imposing fine as recommended by the Executive Engineer, Irrigation Division, Kollam and the parties hereto have agreed that the said extension should be secured by a Supplemental agreement modified by the said period specified in the Principal agreement vide order No. D6-1911/19/ISC dated: 31. 01.2022

Praveen
Contractor

Superintending Engineer

Praveen
Praveen Kumar

No. 16906
19/1/2022

Rs. 100/-
Praveenkumar. K-S
Souparnika
Thalassery

PGM
Praveen

4-1-22

these presents witness and the parties has to agree as follows.

That clause 4 (GWD132) of the Principal Agreement will be read and construed as if for words 4 months from 22.09.2021 (ie, the date of handing over of the site) by 0 Year and 8 months from 22.09.2021 up to 20.05.2022 were substituted.

In witness where of the contractor **Sri. Praveen Kumar.K.G, Souparnika, Thalavady.P.O, Alappuzha District** and the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala have herein to set their hands the day month and year first written.

Signed by the Contractor, **Sri. Praveen Kumar.K.G**

In the presence witnesses

1. Smt. Subha.R V, Head Draftsman

2. Sri. Babu.T, 1st grade Draftsman

Signed by the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala.

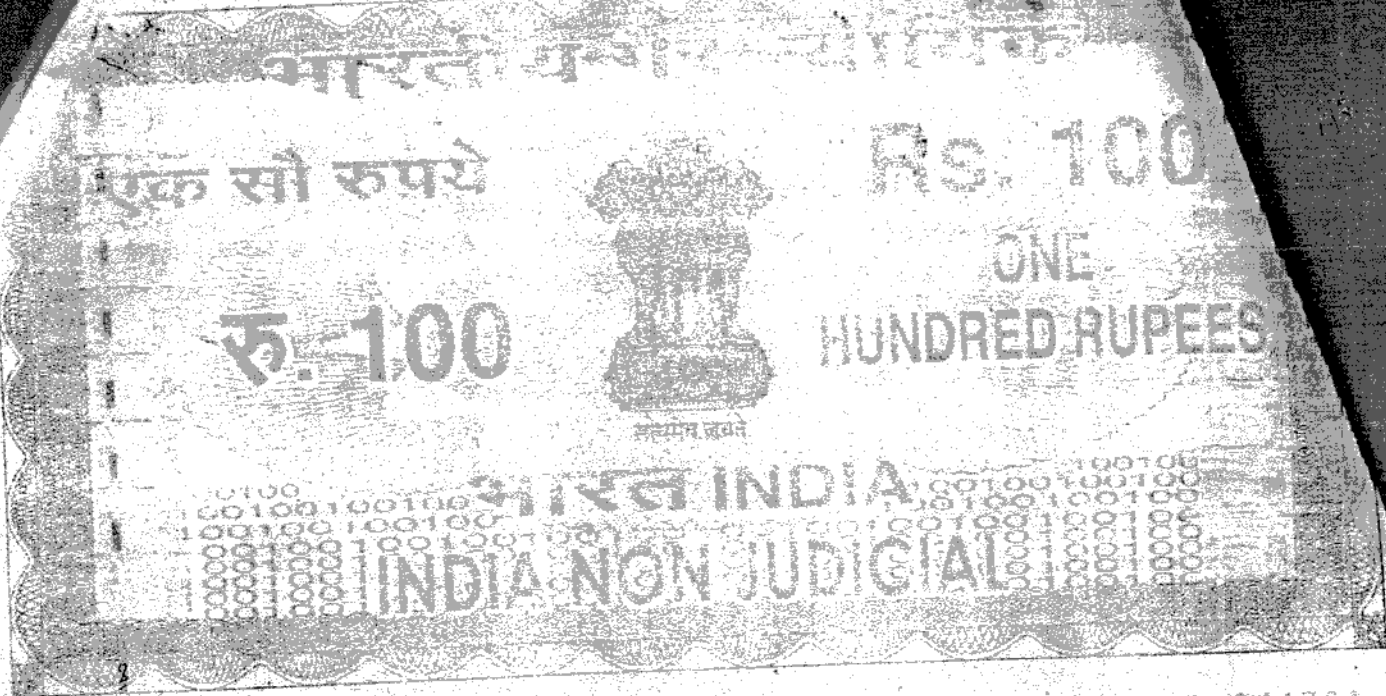
The Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(For and on behalf of the Governor of Kerala)

In the presence of witnesses:-

1. Smt. Subha.R V, Head Draftsman

2. Sri. Babu.T, 1st grade Draftsman

Handwritten signature and text in Malayalam script.



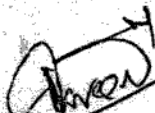
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SUPPLEMENTAL AGREEMENT NO.2 TO THE ORIGINAL AGREEMENT
NO.09/SE/ISC/2021-22 DATED: 14.09.2021

Supplemental Agreement entered in to on this 2nd day of June 2022 (Two thousand and Twenty Two) between Sri. Praveen Kumar K.G, Souparnika, Thalavady.P.O, Alappuzha District (hereinafter called the Contractor which expression shall include his heirs, executors, administrators and permitted assigns) on the one part and the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala (hereinafter referred to as the Government) on the other part.

Whereas an Agreement was entered into between the parties hereto numbered as Agreement No. 09/SE/ISC/2021-22 DATED: 14.09.2021 of the Office of the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram (hereinafter referred to as the Principal Agreement) under the terms of which the contractor has agreed to executed the work "Expression of interest for the Rejuvenation of Varattar and Aadhipampa in Pathanamthitta District".


Contractor

Superintending Engineer


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31/05/22

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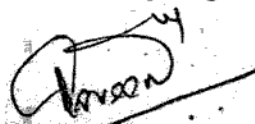
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DC 944/00

More particularly mentioned and described therein (hereinafter referred to as the said work in accordance with the terms and conditions stipulated therein within a period of 4 (Four) months from the date of handing over the site to the contractor excluding off season. The site was handed over to the contractor on 22.09.2021 and as such the work would have been completed on or before 21.01.2022 (Hereinafter referred to as the said period).

Whereas the contractor has stated that, due to unexpected heavy rain and flood happened in 2021, he could not complete the work within the stipulated time and requested the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram in writing that the period of completion of the said work be extended from 22.01.2022 to 20.05.2022


Where as the Superintending Engineer, Irrigation South Circle Thiruvananthapuram has agreed to grant the extension of the period of completion of the said work under the Principal Agreement up to 20.05.2022 from 22.01.2022 without imposing fine as recommended by the Executive Engineer, Irrigation Division, Kollam and the parties hereto have agreed that the said extension should be secured by a Supplemental agreement modified by the said period specified in the Principal agreement vide order No. D6-1911/19/ISC dated: 31.01.2022


Contractor


Superintending Engineer

alo. 4875
31/05/22

നാമം
എ.പി.കെ.കെ.എ.കെ.എ.
എ.പി.കെ.കെ.എ.കെ.എ.
എ.പി.കെ.കെ.എ.കെ.എ.


എ.പി.കെ.കെ.എ.കെ.എ.
എ.പി.കെ.കെ.എ.കെ.എ.

Whereas the contractor has stated that, due to unexpected heavy rain in April and May, he could not complete the work within the stipulated time and requested the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram in writing that the period of completion of the said work be extended from 21.05.2022 to 20.09.2022.

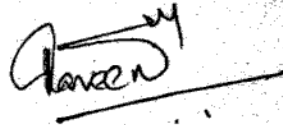
Where as the Superintending Engineer, Irrigation South Circle Thiruvananthapuram has agreed to grant the extension of the period of completion of the said work under the Principal Agreement up to 20.09.2022 from 21.05.2022 without imposing fine as recommended by the Executive Engineer, Irrigation Division, Kollam and the parties hereto have agreed that the said extension should be secured by a Supplemental agreement modified by the said period specified in the Principal agreement vide order No. D6-1911/19/ISC dated: 02.06.2022.

Now these presents witness and the parties has to agree as follows.

That clause 4 (GWD132) of the Principal Agreement will be read and construed as if for the words 4 months from 22.09.2021 (ie, the date of handing over of the site) by 11 Months and 29 days from 22.09.2021 up to 20.09.2022 were substituted.

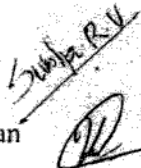
In witness where of the contractor Sri Praveen Kumar K.G, Souparnika, Thalavady.P.O, Alappuzha District and the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala have herein to set their hands the day month and year first written.

Signed by the Contractor, Sri. Praveen Kumar K.G



In the presence witnesses

1. Smt. Subha.R V, Head Draftsman
2. Sri. Vishnu M.R., 1st grade Draftsman

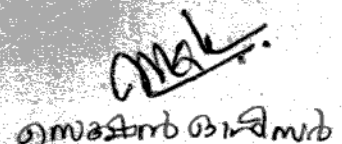
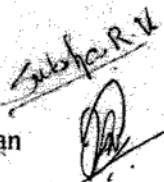


Signed by the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala.

The Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(For and on behalf of the Governor of Kerala)

In the presence of witnesses:-

1. Smt. Subha.R V, Head Draftsman
2. Sri. Vishnu M.R., 1st grade Draftsman



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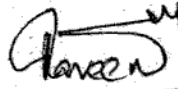
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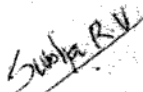
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Signed by the Contractor, Sri. Praveen Kumar K.G



In the presence witnesses

1. Smt. Subha.R V, Head Draftsman
2. Sri. Vishnu M.R., 1st grade Draftsman

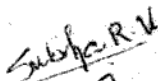


Signed by the Superintending Engineer, Irrigation South Circle, Thiruvananthapuram for and on behalf of the Governor of Kerala.

The Superintending Engineer
Irrigation South Circle, Thiruvananthapuram
(For and on behalf of the Governor of Kerala)

In the presence of witnesses:-

1. Smt. Subha.R V, Head Draftsman
2. Sri. Vishnu M.R., 1st grade Draftsman



02/06/2022