

**15 -ാം കേരള നിയമസഭ**

**8 -ാം സമ്മേളനം**

**നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 6539**

**20-03-2023 - ൽ മറുപടിയ്ക്ക്**

**പ്രതീക്ഷ ഫ്ലാറ്റിന്റെ നിർമ്മാണ കരാർ**

ചോദ്യം		ഉത്തരം	
<b>ശ്രീ. എം. വിൻസെന്റ്</b>		<b>ശ്രീ സജി ചെറിയാൻ</b> <b>(മത്സ്യബന്ധനം, സാംസ്കാരികം, യുവജനകാര്യ വകുപ്പ് മന്ത്രി)</b>	
(എ)	തിരുവനന്തപുരം മുട്ടത്തറയിൽ മത്സ്യത്തൊഴിലാളികൾക്കായി നിർമ്മിച്ചു നൽകിയ പ്രതീക്ഷ ഫ്ലാറ്റിന്റെ നിർമ്മാണ കരാർ ഏറ്റെടുത്ത ഏജൻസി ഏതാണെന്ന് അറിയിക്കുമോ;	(എ)	തിരുവനന്തപുരം മുട്ടത്തറയിൽ മത്സ്യത്തൊഴിലാളികൾക്കായി നിർമ്മിച്ചു നൽകിയ പ്രതീക്ഷ ഫ്ലാറ്റിന്റെ നിർമ്മാണ കരാർ ഏറ്റെടുത്തത് ഊരാളുങ്കൽ ലേബർ കോൺട്രാക്ട് കോപ്പറേറ്റീവ് സൊസൈറ്റി ലിമിറ്റഡ് ആണ്.
(ബി)	ടെൻഡർ മുഖേനയാണോ പ്രസ്തുത കരാർ നൽകിയിട്ടുള്ളത്; എങ്കിൽ എത്ര കമ്പനികൾ ടെൻഡറിൽ പങ്കെടുത്തെന്നും ടെൻഡർ വ്യവസ്ഥകൾ എന്തൊക്കെയാണെന്നും വിശദമാക്കുമോ; മേല്പറഞ്ഞ നിർമ്മാണ കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;	(ബി)	ജി.ഒ.(ആർ.ടി) നമ്പർ 162/17/എഫ് & പിഡി തീയതി 16/03/17 പ്രകാരമാണ് ഊരാളുങ്കൽ ലേബർ കോൺട്രാക്ട് കോപ്പറേറ്റീവ് സൊസൈറ്റി ലിമിറ്റഡ്-ന് നിർമ്മാണ ചുമതല നൽകിയിട്ടുള്ളത്. കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർത്തിരിക്കുന്നു.
(സി)	നിർമ്മാണ കരാറിൽ ഫ്ലാറ്റിന്റെ അറ്റകുറ്റപ്പണികൾ നിർവഹിക്കുന്നതിന് വ്യവസ്ഥ ഉൾപ്പെടുത്തിയിട്ടുണ്ടോ; എങ്കിൽ പ്രസ്തുത വ്യവസ്ഥ പ്രകാരം നാളിതുവരെ മേൽപ്പറഞ്ഞ ഫ്ലാറ്റിൽ എന്തൊക്കെ പ്രവർത്തികൾ നടപ്പാക്കിയിട്ടുണ്ടെന്ന് വ്യക്തമാക്കുമോ?	(സി)	നിർമ്മാണ കരാറിൽ ഫ്ലാറ്റിന്റെ അറ്റകുറ്റപ്പണികൾ നിർവഹിക്കുന്നതിന് വ്യവസ്ഥ ഉൾപ്പെടുത്തിയിട്ടുണ്ട്. ജി.ഒ. (എം.എസ്) നമ്പർ 73/2013/ പിഡബ്ല്യുഡി തീയതി 31/08/2013 പ്രകാരം കരാറുകാരന്റെ ബാധ്യതാ കാലയളവായ 3 വർഷത്തിനുള്ളിൽ പ്രസ്തുത ഫ്ലാറ്റ് സമുച്ചയത്തിലെ മൂന്ന് വ്യക്തിഗത ഭവനങ്ങളിലെ ടോയ്ലറ്റുകളിൽ ഉണ്ടായ അറ്റകുറ്റപ്പണികൾ കരാറുകാരനെ കൊണ്ട് പരിഹരിച്ചിട്ടുണ്ട് .

സെക്ഷൻ ഓഫീസർ

1570 MGNLMD0



കേരളം കേരल KERALA

BM 588779

AGREEMENT NO. 1/16-17/DF: DATED: 24/3/2017.

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT is made at Directorate of Fisheries, Vikasbhavan, Thiruvananthapuram on this the 24<sup>th</sup> day of March Two Thousand Seventeen between (1) **The Director of Fisheries, Government of Kerala** represented by Dr.S. Karthikeyan IAS on the first part (hereinafter referred to as the **First Party** which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns) **AND** (2) **The Uralungal Labour contract Co-operative Society Ltd No.10957, P.O.Madappally College, Vatakara, Kozhikode, Kerala** represented by its Chairman Rameshan. P as the second part ( hereinafter referred to as the **Second Party** which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns) **AND** (3) **The Kerala State Coastal Area Development Corporation Ltd. ( KSCADC)** (a Government of Kerala Undertaking) 1st Floor, ChalachithraKalabhavan Building, Vazhuthacaud, Thiruvananthapuram - 695014 represented by its Managing Director Dr.K.Ampady IIS as the third part ( hereinafter referred to as the **Third Party** which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns) and

(First Party)

(Second Party)

  
MANAGING DIRECTOR  
KSCADC  
(Third Party)



കേരളം കേരल KERALA

WHEREAS the Government of Kerala as per G.O.(Rt) No. 565/14/F&PD dated 9/7/16 has accorded Administrative sanction for the safe dwelling to the landless fishermen at an estimated cost of Rs. 48.75 crore including the components of Construction of flat and land acquisition. The project envisages for providing 450 fishermen family, who are both landless and homeless, with flat type of dwelling units.

BM 588778

WHEREAS the Government of Kerala as per G.O(Rt)No. 162/17/F&PD dated 16/3/17 accorded sanction to directly engage Uralungal Labour Contract Co-operative Society Ltd No. 10957 Madappally College P.O., Vadakara, Kozhikode for executing the work of the construction of the flat consortium subject to the conditions stipulated in G.O.(P) No. 311/14/Fin dated 30/07/2014 and G.O.(P) No. 28/2017/Fin dated: 26/2/17.

WHEREAS Uralungal Labour Contract Co-operative Society had submitted an estimate amounting to **Rs.17,93,70,000/-** for the construction of 24 flat complexes for 192 units at Muttathara in Thiruvananthapuram District.

WHEREAS as per G.O. (Rt) No. 162/17/F&PD dated: 16/3/17, the first party entrusted the second party for the construction of 192 flat units and the first party entrusted the third party for issuing Technical sanction, supervision and check measurement of the construction work, passing of bills undertaken by the second party as per terms and conditions fixed by the Government.

(First Party)

(Second Party)

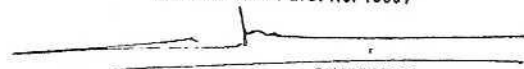
MANAGING DIRECTOR  
KSCAUC  
(Third Party)



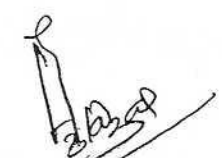
**NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- 1) The period of completion of the project shall be one year.
- 2) Construction shall be done in the manner set forth in the accompanying Agreement Schedule.
- 3) 20 % of contract value shall be effected after executing the agreement by the first party to the second party. Subsequent instalment will be released in accordance with passed bills and physical progress of the work.
- 4) Charges for supervision and check measurement and passing of bills will be released to the third party by the first party as per the terms and conditions fixed by the Government in progress with the passing of bills.

For THE URALUNGAL LABOUR CONTRACT  
CO-OP. SOCIETY LTD. No: 10957

  
\_\_\_\_\_  
CHAIRMAN

(Second Party)




MANAGING DIRECTOR  
KSCAPC  
(Third Party)

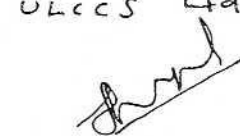
(First Party)

  
Director of Fisheries  
KSCAPC-33

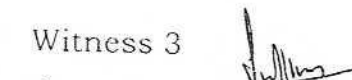
Witness 1

  
Sankar Kumar  
Asst. Manager (Genl)

Witness 2

SHILU . P . P .  
ULCCS Ltd  


Witness 3

  
T.R. SUNIL KUMAR  
Asst Manager, KSCAPC

  
12/3/23

41. The bidder shall be liable for any loss caused to the Government on account or the above work including any that may arise due to non-fulfillment 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 at the rate of progress within the time limit and stipulations in the Form No. 83 Notice inviting tender, failing which the bidder is liable to be fined as stipulated in special condition No. 49.
43. Defects, if any noticed within 36 months from the date of completion of the work will be got rectified by the bidder, in default of which this will be attended by the Corporation and the cost made good from the bidder.
44. The bidder should produce latest sales tax and agricultural income-tax clearance certificate and also income tax clearance certificate for receiving final payment.
45. The bidder 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 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 bidder will be recovered from his bill 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 bidder 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 bidder agrees that before final payment shall be made on the contract, he will sign 35 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 this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Executive Engineer in supplying the final measurement certificate need not be bound by the proceeding measurement and payments. The final measurements, if any, of the Executive Engineer shall be final conclusive and binding on the bidder.
48. The tender notice and Form No. 83 notice inviting tender shall form part of the Agreement.