



**GOVERNMENT OF KERALA  
GROUND WATER DEPARTMENT**

DISTRICT OFFICE, THIRD FLOOR, B1 BLOCK, CIVIL STATION, MALAPPURAM - 676505  
gwdmpm@gmail.com      Phone: +91 9496357913

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**Tender Details**

1	Name of Work	
2	Probable Amount of Contract (PAC)	
3	Earnest Money Deposit (EMD)	
4	Office	Ground Water Department
5	Division	District Office, Malappuram
6	Last date and time of submission of Tender/bid	
7	Date & Time of opening tender	
8	Name and Address of Bidder	
9	Download of Tender Documents	From <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
10	Bid submission fee  (The Bidder will pay the GST amount to GST department directly)	

District Officer



**GOVERNMENT OF KERALA**  
GROUND WATER DEPARTMENT, MALAPPURAM

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**FORM NO. 83**

**e-Government Procurement (e-GP)**

**Notice inviting Tenders for Works**

**Tender No.**

**Date:**

Name of Work : \_\_\_\_\_

Location : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

PAC of the work : \_\_\_\_\_

Last date of receipt of Tender : \_\_\_\_\_

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## **INSTRUCTIONS TO THE BIDDERS**

1. Online tenders are invited for and on behalf of the Governor of Kerala only from registered bidders approved by Ground Water Department for the .....
  - a. The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be submitted along with the online bid.
  - b. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
  - c. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.
  - d. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted as per departmental rules in force.
  - e. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender.
  - f. Mention of price details at any place other than the designated place, shall disqualify the bidder and the bid shall be summarily rejected.
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 bidder 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, unless specifically so required.
3. All works shall be done in conformity with the specifications and conditions of contract in force in the Ground Water Department. In case of schedule rate contract, bidders must quote their own rates specifically for each item without reference to the departmental estimates or' the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the space provided in the schedule under, the head quoted rate may be made. The rates quoted shall be inclusive ones; covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing out work, scaffolding, etc. The rates quoted shall be inclusive of all taxes applicable.
  - a. When tenders are submitted based on bidder'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 data as a separate attachment at the

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- designated place while submitting the bids online. In such cases the benefit of any savings in the quantities of materials actually, used up under each item of work during execution will accrue to the department.
- b. The overall percentage rates accepted and specified in the agreement shall not be varied on any account whatsoever.
  - c. The bidders who quoted below estimate rate will remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily.
    - i. If the quoted PAC differ estimate PAC by more than 25%, the bid will be rejected.
    - ii. If the quoted PAC differ estimate PAC up to 25%, the bidder will remit performance guarantee equal to the unbalanced price in the estimate P.A.C and quoted P.A.C. This will be released only after satisfactory completion of the work.
    - iii. No interest, in any circumstances, shall be payable by the department to the bidder for the EMD/ security deposit/performance guarantee furnished.
4. Tender duly signed using bidder's valid Digital Signature Certificate shall be submitted online on e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) before . The bids will be opened online at the office of the tender inviting authority on , by the District Officer in the presence of those bidders or their authorized agents who wish to 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 published on e-GP website. The bidders shall check the e-GP website regularly for such updates. The total amount of each tender will be read out. There is no provision for correction of bids once submitted online. However, multiple bids can be submitted by the bidder, in case of corrections, till the last date & time of bid submission and the most recent/ latest bid submitted before the stipulated date & time of bid submission shall only be considered by e- GP for further processing. Details of individual rates will be treated as confidential and will not be read out.
- a. Bidders shall remit the tender document fees and EMD using he online payment options of e-procurement system only. Bidders are advised to visit the "Downloads" section of e-procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) for detailed instructions on making online payment using Internet Banking facility of SBT or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the closing of the bid to ensure that payment towards tender documents fees and EMD are credited and a confirmation is reflected in the e-procurement system. The online NEFT remittance form provided by e-procurement system for making a NEFT transaction is not a payment confirmation. KSITM/NIC/SBT/PWD shall not be responsible for any kind of delay in payment status confirmation.
  - b. The bidder shall mandatorily enclose an attested copy of his/ her valid and active Registration Certificate to the Tender Inviting Authority in an envelope. The bidder shall get the Registration Certificate attested. The envelope, containing attested copy of the valid and active Registration Certificate, preliminary agreement should reach the department on or before the bid opening date & time, failing which, the bid is liable to be rejected. The department shall not be responsible for any postal service delay or any other delay. Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest money is asked to be deposited. Such EMD exemption certificate/ document needs to be scanned and submitted online along with the bid, failing which, the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
5. Selected bidder will be required to produce income-tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.
6. In the case of proprietary or partnership firm, it will be necessary to submit online the scanned

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copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be. All bids received without the scanned copy of certificates mentioned at point 6 & 7 above will be summarily rejected.

7. The bidder shall examine closely the Madras Detailed Standard Specifications, CPWD specification, IRC specification, MoRTH specification, and also the standard preliminary specifications contained therein which is available for viewing on the e-GP website and PWD Website before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted bidder. The documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials etc., can also be seen during the office days & hours in the Office of the District Officer, Ground Water department, District office, Malappuram.
8. The bidder will examine the site condition and satisfy themselves of the availability of materials at nearby places, difficulties which may arise during execution etc before submitting tender for the work.
9. The bidder'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 bidder shall quote his rate accordingly.
10. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source 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 bidder 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 the Descriptive specification sheet he shall so state clearly in his 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 bidder is found later on to have misjudged the materials available. Attention of the bidder is directed to the standard "Preliminary specification regarding payment of seignior age, tolls etc.  
Note: - The department does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the bidder shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The Department shall not be liable for any claim raised later on the plea of nonavailability or non-access to the site.
11. The bidder's particular attention is drawn to the sections and clauses in the standard Preliminary Specification, i.e.
  - a. Test, inspection and rejection of defective material and work.
  - b. Carriage.
  - c. Construction plant.
  - d. Water and Lighting.
  - e. Cleaning up during progress and for delivery.
  - f. Accidents.
  - g. Delays.
  - h. Particulars of payment.The bidder should closely peruse all the specification clauses which govern the rates which he is tendering.
12. In consideration of the bidder being allowed to quote for the work, he should keep the tender firm for a period of months from the date of opening the tender during which period or till the

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tenders are decided whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work. Due to departmental or administrative reasons if it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be obtained 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 bidder shall deposit a sum sufficient to make up the balance amount which together with the amount of earnest money deposited shall be treated as security for the proper fulfilment 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 bidder to pay the 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 a saving to Government, the original bidder 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 bidder on this or any other subsisting contracts or under the Revenue Recovery Act, otherwise the Government may decide.
14. Acceptance of the tender rests with the Tender Inviting Authority 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. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen on the e-GP website. 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 by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions of contract. The bidder will however base this tender amount in the case of lump sum tender on the basis of those quantities, etc.
17. Tender forms and general specifications can be downloaded free of cost from the e- GP website. Tenders not submitted in such prescribed online format 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 contract not entered, etc, shall be summarily rejected.
18. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 2 lowest tenders via electronic media. The Earnest Money Deposit of the remaining unsuccessful bidders will also be refunded within a week from the date of acceptance of the tender via electronic media.
19. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinising or drawing up of agreements- will be paid and the same recovered from the successful bidder.
20. In case of any additional remarks the bidders must attach/upload a PDF file along with online bid. If they are prepared to carry out at their tendered rates such portion or portions of the work as may finally be allotted to them by the Officer deciding tenders.

Note: -The Department reserves the right to allot such portion of the work included in the tender at the rates quoted by the bidder in the absence of specific noting by the bidder to the contrary against clause 4 on page 5 of tender (G W. D-Form 84). Such allotment shall not vitiate the acceptance and the bidder shall indemnify Government against any loss to Government, due to failure on the part of the bidder to carry out such portion of the work allotted to him at the rates quoted by him. The successful bidder will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates. The Contract is bound to carry out sinking of wells increase up to 10 meter (ten meter) extra depth beyond the estimated design depth and rate for which shall be paid as per schedule of rate and extra item conditions. In case of pile foundation, precast or cast in site, in the same conditions as above shall apply.

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21. Any further information necessary can be obtained at the office of the tender inviting authority on all working days during office hours.
22. The work should be completed in all respects Days either from the date of handing over the site or from 10th day of agreement whichever is earlier. Executing agreement for the works will be made within the time limit prescribed as follows:
- The time limit allowed for executing the agreement without fine will be 14 days (Fourteen days) from the date of acceptance of tender. Acceptance of tender rests with Technical Sanction authority.
  - Further time of 10 days will be allowed to execute an agreement by realizing fine of 1% of the P.A.C subject to a minimum of Rs.1000 (Thousand Only) and maximum of Rs.25,000 (Twenty-Five Thousand Only).
  - Tenders will be rejected, if agreement is not executed within 24 days and work will be awarded to the next lowest bidder, as per rules.
  - The bidder will take over the charge of the site within 10 days after executing agreement and commence the work.
23. Payment on lump sum basis or by final measurement at unit prices:
- Final measurements need not be taken unless either the bidder or the Executive Engineer claims extras to or deductions from the quantities of Schedule A.
  - In case final measurements are claimed, they shall be taken only for those items for which either the bidder or the Executive Engineer claims final measurements and the quantities of the remaining items in Schedule A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by addition there to or deducting there from as the case may be the difference (if any), between the amounts mentioned in Schedule A for such items and the amounts arrived at by calculation at Contract rates based on the revised quantities for the same obtained by the final measurement aforesaid.
- Amendment: When payment on earth work exceeding 300 M3 are made based on the tape measurements, the bidder shall give a declaration in writing to the effect that he agrees for the recovery of the over payment, if any, from the next bill.
- It shall be accepted as a condition of the contract that the payment of the final bill to the bidder less the withheld amount and his acceptance there of shall constitute a full and absolute release of Government from all further claims by the bidder under the contract.
  - Payment for additions and deductions for omissions. No authorised variation shall vitiate the contract but additions and omissions shaft be measured and dealt with in accordance will clause 23 (b).
  - 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 through highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.
  - The execution of an extra item of work and payment-therefore will be based on the following conditions: -
    - There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Engineer before its commencement.
    - If the bidder finds, after examining the specifications and plans that extra are involved, he should give notice to the Engineer to this effect and shall proceed with the execution of the extra item only after receiving instructions in writing from Engineer.
  - 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.
  - The rates extra shall be worked out as below:
    - 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.

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- ii. In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate 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 exists in the schedule of rates, the rates shall be arrived at on the basis of the departmental data rate as per agreed Schedule of Rates. Tender excess, if any, will not be applied.
  - iv. In the case additional items, the rates shall be arrived at on the basis of the departmental data rates as per the agreed SOR, after applying the tender deduction except, on the cost of departmental material. Tender excess, if any, will not be applied.
  - v. In the case of extra items whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the bidder with supporting documents, including bidder's profit. This shall be added on to the departmental rate (including bidder's profit) current at the time of ordering or executing the extra item, whichever is earlier for the other part 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 with the rates cannot be derived either from- similar item of work in the contract or from the departmental schedule of rates, the bidder shall within 14 days of the receipt of the order to carry out the said extra item of work. Communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the department shall within one month thereafter determine the rate on the basis of the market rate giving consideration to the rate claimed by the bidder.
  - 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.
- i. Wherever the term "Departmental data rate" appears, it shall mean the rate derived from the Departmental schedule of rate and shall include conveyance charges and bidder's profit.
  - j. In cases in which the bidder has extra items not contemplated in the agreement but the rates of which require sanction of higher authorities the Division Officer may in such case, sanction advance up to an amount not exceeding 75 per cent of the amount for the items at the rate worked out and certified by the Sub Division Officer and the Junior Engineer shall in all such cases promptly record all authorised extra items executed by the bidder including detailed measurements and quantities thereof in the Measurement Book. He shall neither enter any rate for the same in the Measurement 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 items 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 and they are bonafide the amount payable for these items will not be less then Rs..... (Amount to be specified) and that there is no objection in paying 75 per cent of this amount as a secured advance on receipt of the bill with the above statement and certificate the Division Officer may make payment

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- 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 any dispute or claim out of this contract. All disputes and differences arising out of the contract may be executed in pursuance of the modification shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.
  25. The bidder 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 authorise other to receive payment on the bidder's behalf.
  27. The tender inviting authority or other sanctioning authority reserves the right to reject any tender or all the tenders without asking any reason there for.
  28. They will also establish laboratory facilities for testing the quality of the materials at their cost. The quality of materials used by the bidders should be ensured by the departmental officers and testing of the materials wherever necessary will be done by the bidder at his cost.
  29. The materials available in Departmental stores if issued to the bidder will be recovered at book value on issue rate plus 20 per cent supervision charge or market value or data rate whichever is higher. The fixing of market rate will be governed as per clause 33.
  30. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25 and to the nearest paisa if amount is below Rs 25. Value of quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanction requirements shall be recovered at book value or issue rate plus 20 per cent supervision charges or market rates whichever is higher with sales tax and in addition specific penalty rate stipulated by the Department Market value will be the retail selling price of 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 bidder. The decision of the Chief Engineer regarding current market rates shall be binding on the bidder. 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 an excess over sanctioned requirements shall be recovered at book value +20 per cent or current market rate whichever is higher and in addition to specific penalty rates as may be fixed by Director in the form of Departmental Circular order from time to time shall also be recovered.
  31. Cost of small excess quantity of cement may less than one full day will be recovered from the bidders without penalty and that if the excess is more than it will be transferred to other works as early as possible sub top condition that the quantity of cement is ensured by a responsible officer not below the rank of Assistant Engineer, before utilizing it in one of the works for which it is transferred.
    - a. In the case of excess steel rods, recovery of cost will be affected on agreement rates, if the excess is not due to any change in design or abandoning a part of the work.
    - b. The materials will be issued to the bidder only for meeting the actual requirement so that large excess do not occur at the time of completion of work.
  32. Bidders should declare that they are not related to any Government servant, who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter brother-in-law mother-in law/ and first cousin of the officer concerned. If the above condition is found to have been contravened, when they tender the earnest money/ security deposit of the bidder / tender will be forfeited and the contract entered into will stand cancelled.

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33. The bidder will provide his own tool 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 or any cause, whatsoever. The responsibility for safe custody of materials at work site and during transit will be vested with the bidder. The concerned Overseer in charge of the work will verify the stock and initiate action of shortage in stock in notice. Other inspecting officers will also verify the stock during inspection.
34. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site / in different appendices of the lowest quoted rates will be accepted for the items in all the appendices.
35. The bidder 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 bidder will also be liable to abide by the fair wage clause condition attached separately.
36. If the department undertakes to supply particular materials to claim for extra payment on account of delay in the supply of materials will be entertained.
37. In the case of construction of staining 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 bidder at his own cost and if the bidder fails to attend to the same it will be got rectified by another agency and cost thereof recovered from the original bidder.
38. The bidder should take a license under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.
39. The bidder shall employ engineering personnel as detailed below for a period of one to two years according to the tenure of the contract the Engineering Graduates and Engineering Diploma Holders respectively.

Cost of work executed	No of personnel to be employed
For works costing from Rs. 2 lakhs up to Rs 20 lakhs	One Engineering Diploma Holder
For work costing over 20 lakhs	One Engineering Degree Holder
For Pre-Qualification work/Post qualification works	One Engineering Degree Holder and One Diploma holder

40. Tenders which are not in conformity with this tender notice are liable to rejection.
41. This tender notice with the conditions stated herein will form part of the contract documents.
42. 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 the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the prevail percentage rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him.
43. If any correction is made by the bidder in the tender schedule the tenders are likely to be rejected. Any corrections/ suggestions/ remarks etc. to be given by the bidder has to be made only in the "Remarks" page/ section of the online bid.
44. In the case of the percentage rate contract, the overall percentage rate quoted by the bidder shall not be varied on any account whatever and it shall hold good for all items done prospective of variations in quantities.
45. The quantities provided in the schedule may vary and the bidder should be prepared to do excess up to 25% (twenty-five per cent) over the schedule quantities at the quoted rate for the work.
46. 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

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time of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P)No. 136/74/PW., dated 8th August 1974.

## **GRACE PERIOD**

The tendering authority will consider genuine request for extension of time of completion of work at the time of executing agreement taking into account the climate conditions or other local problems at the site and grant extension of time up to three months. (From the original time of completion). The tendering authority shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the bidder.

For extension of time of completion beyond the grace period time will be increased at the following rates:

Period of Extension	Rate of fine
First extension	1% of PAC subject to a minimum of Rs. 1000/- and maximum of Rs. 50000/-
Beyond First Extension	2% of the PAC subject to minimum Rs. 2000/- and Maximum Rs. 1,00,000/-

Extension of time of completion that can be granted at a time will not exceed 25% of the original time or six months whichever is less maximum extension of time of completion will be limited to half of the original time of completion. Incentives will be paid to the bidder at the rate of 1% of the Estimate P.A.C. subject to a maximum of Rs.4 lakhs (Four lakhs) for completion of work within the agreed time limit in case of works which exceed TS power of Superintending Engineer.

## **47. TERMINATION OF CONTRACT**

The present system of risk and cost termination will continue.

48. Amendment/ Corrigendum publication on e-GP website All amendment(s)/ corrigendum(s) shall be published on the e-GP website and bidders are advised to check the website regularly for the same. The department shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.

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## **SPECIAL CONDITIONS**

1. All works shall be done in conformity with the specification and condition in the contract in force in the G.W D. The bidder shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the bidder" by scoring out the irrelevant portion. 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, bailing, form work, scaffolding, etc. The rates quoted all be inclusive of all applicable taxes.
2. The rates quoted by the bidder for the various items shall be inclusive of all tools and plants required for the proper execution 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 bidder 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. The bidder has to quote for the specification and unit noted in the schedule. All suggestions, remarks, corrections and insertions are only to be made only in the "Remarks" page/ section of the online bid. Any revision / correction in price shall be made only by way of submitting another bid, complete in all aspects as stated in this tender, on or before the stipulated date & time of bid submission.
6. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.
7. The scanned copy of following documents shall be submitted along with the online bid in cover specified:
  - a. Copy of bidder's Registration Certificate attested by gazetted officer
  - b. Preliminary Agreement.
  - c. Scanned copy of the EMD exemption certificate, if any
  - d. e-payment form duly filled
  - e. Bid Documents duly filled.
8. The bidder should submit the declaration in the form attached.
9. The bidder is bound to carry out items of works which are not expressly or impliedly described in the tender schedule plans, specifications sand agreement but which are found necessary for me proper completion of the work during execution, the work during execution. payment for such extra items will be made on the basis of extra item conditions vide clause 23 (c) of form No. GWD 83.
10. For LS items the bidder 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 item but such payment will be limited to the lumpsum quoted by the bidder. If he fails to quote definite LS rates for such items the L S amount provided in the schedule will be operative in his case.
11. 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 per cent storage.
12. 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 standards profile current in the department.
13. 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.

Contractor

District Officer

14. Silicious gravel shall consist of only hard nodules not more than 40mm. nor less than 6 mm. dia. in and direction scraped from the hill sides and free from admixture of earth or laterite chips.
15. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running water courses.
16. Variation in supply in each 200metre length exceeding 1 per cent from the approved indent 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 will be paid at 3/4 of the agreed rate. Similarly, if supplies fall short by more than 1 per cent recovery for this deficiency will be made at 1/4 of the agreed rates. Excess supplies or deficiency in supplies over 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.
17. The bidder will have to make his own arrangements to convey the materials supplied by the department and for stacking, of materials and site shed, etc., which are found necessary for the proper, execution of the work. He will also be responsible for the safe custody of the materials till, they are used on works.
18. The bidder should take out licence for storing gun powder and explosives required for rock blasting as per Explosive Act, 1940.
19. 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.
20. If materials other than those specified in the tender are issued by the department, recovery will be affected at data rate plus storage plus sales tax or at current market rates at the time, of issue whichever is higher.
21. Machinery like concrete mixer, pump set, etc, if available will be supplied by the department as per rules and hire charges recovered from the bidder at the prevailing departmental rates. The bidder has to take the machinery from the store and return to the same spot at his cost and responsibility.
22. "A day" means 8 working hours for purpose of calculation of hire-charges of rollers, pump sets and other machinery unless otherwise specified.
23. The payment of the earth work items will be made as per level measurements or tape measurements as per rules prevailing in the department.
24. All items should be carried out as per the relevant specification in the M.D.S.S, MoRTH, CPWD or IRC and all clauses of preliminary-specification should be complied with.
25. The moulds, shuttering etc., required for the work should be made by the bidder and got approved by the departmental officers at site before use.
26. Tribes of the locality should be employed to the maximum extent possible. The bidder should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G. O. 18-8597 / 55/LD. dated 7th March 1955 with amendments time to time and any dues to the labour will be recovered from his bill as fixed by the departmental officers.
27. The bidder alone is responsible for the safety of his labourers and damages, if any payable under "Workmen's Compensation Act" will be to his debit.
28. 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 provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.
29. 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-fulfilment of the contract. He should comply with the rules laid down in the Central P. W. D. Contract regulations regarding fair wages.
30. 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.

Contractor

District Officer

31. Defects, if any noticed as per PWD Manual will be got rectified by the bidder, in default of which this will be attended by the department and the cost made good from the bidder.
32. The bidder should produce latest sales tax and agricultural income-tax clearance certificate and also income tax clearance certificate for receiving final payment.
33. 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.
34. 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.
35. The bidder, before the final payment is made under the contract, shall sign and deliver to the Executive Engineer, either in the measurement book or in such other form as may be required, a valid release and discharge from any and all claims and demands whatsoever arising out of 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, in issuing the final measurement certificate, the Executive Engineer shall not be bound by the previous measurements or payments. The final measurements, if any, made by the Executive Engineer shall be final, conclusive, and binding on the bidder.
36. The tender notice and Form No. 83 notice inviting tender shall form part of the Agreement.
37. The date fixed by the District Officer for the commencement and completion of works as entered in this agreement shall be strictly observed by the bidder 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 bidder shall be bound unless the contract provides otherwise in all cases in which the time allowed for a work exceed one month to complete. One fourth of the whole work to be done when 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 fourths of work when three fourth of time has elapsed and the penalty for the failure in either of these cases shall likewise be that the bidder shall be subject to pay daily damages at the rate of (I) 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 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.
38. If during execution, the proportion of usage 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 or handing the short or excess is any provided is in the same position.
39. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating the tenders keeping only the earnest money of the first two lowest bidders via electronic media, the earnest money of the remaining two unsuccessful bidders will be refunded within a week from the date of acceptance of tenders via electronic media.
40. The method of measurements will be as per Indian standards.
41. All concrete should be machine mixed and vibrated.
42. The bidder must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No

Contractor

District Officer

claim for interest or for damages whatsoever shall be made for the related settlement of bills. No such claims shall be admitted by the Government.

43. All the other conditions apart from the above mentioned will have to be considered based on the Revised PWD manual 2021 with effect from 01.02.2012.
44. The bill of payments admitted to Contractor will be binding on Government Circular No. 10434/C3/2014/PWD/Thiruvananthapuram dated 04-09-2014 and the subsequent orders issued by Government from time to time regarding quality certificate.
45. 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. 10 lakhs to Rs. 20 lakhs one diploma holder (Civil Engineering) for works costing above Rs. 20 lakhs one Engineering Graduate and for prequalification works one Engineering Graduate and one diploma holder (Civil Engineering) for one or two years according to the tenure of contract paying Rs. 852/- and Rs. 673/- per day to Engineering Graduate and diploma holder respectively.

## **SPECIAL CONDITIONS FOR KVAT AS PER THE KERALA FINANCE ACT, 2008**

In case of Civil works awarded by Government of Kerala deduction of GST will be made at the rates in force from the gross amount of bill payable for the Contractors every time. The GST amount will be retained by the concerned departmental officers when the bill for the work is passed for payment and the amount so retained shall be credited to the sales Tax Department.

### **1. Special Conditions**

Bills shall be submitted in accordance with the form supplied by the Executive Engineer and the rates at which the value of the work calculated shall be as those entered in the attached schedule of rates. The allow for a guarantee fund of 10 percent, for all payments to the Contractor recovery is to be made by the Executive Engineer, at the time of payment. This guarantee fund of retention money shall be made in favour of the Executive Engineer in charge of the work subject to the condition that if recoveries are to be made for such amount which become due to Government it will be recovered from the deposits. The Contractor shall deposit the entire retention money initially in bank before the first running account bill is passed and paid. Additional retention money on the basis of the revision of probable amount of contract and it shall also be deposited in bank before the bill in which such additional claim in excess of the original probable amount of contract is passed and paid. The maximum period of retaining the security deposit is 36 months from the date of completion of the work. The security amount will be necessary released earlier to this at the direction of the superintending Engineer, concerned, provided he is convinced that the amount as per the final bill will cover all liabilities of the Contractor and recorded and provided further that the Contractor has produced the latest clearance certificate of Income Tax and Sales Tax. Till then the responsibility will rest with the Contractor.  
Note: The Contractor should make his own arrangement for providing and bringing hot mix plant required for bitumen concrete work.

### **2. Special Conditions**

- a. Land required for the work may not be available in full. Further land will be handed over as and when it is received from the Land Acquisition Authority. The Contractor shall not be eligible for any extra or enhance claims or for compensation due to the non-availability of entire land. He shall also not be eligible for any claims or compensative for the noncompletion of the work within the agreed time and for continuing the work in the extended period of agreed time due to the above reasons.
- b. In the case of any delay in shifting the Telephone posts, Electric posts, Electric overhead line and cables, water lines etc. by the concerned Department. This department shall not in any way

Contractor

District Officer

- be liable for damages provided a proportionate extension of time of completion of work will be granted in deserving cases on application by the Contractor.
- c. For new road construction works, the road shall be opened to traffic after completion of the sub base course, for minimum of one monsoon. B.T. should be carried out on and over metalled surface after the above period.
  - d. For new works having guarantee period of 36 months in the agreement, the Contractor is bound to do the black topping work along with the original work, after the full settlement of the road is over and he is bound to rectify the damage.

#### **FAIR WAGE CLAUSE**

- a. The bidder shall pay not less than fair wages to labourers engage by him on the work. "Fair wages" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wage prescribed by the Central P. W. D. for the District in which the work is done.
- b. The bidders shall notwithstanding 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 bidder in connection with the said work as if the labourers had been immediately employed by him.
- c. In respect of all labour directly or indirectly employed in the works for the performance of the bidder's part of this agreement the bidder shall comply with or cause to be complied with (the Central P.W.D. bidder's labour regulations made by Government in regard to payment of wages, wage period deduction from wages recovery of wages not paid deduction unauthorisedly made maintenance of wages register other terms of employment inspection and submission of periodical returns and all wages cards, publication of scale of wages and returns and all other matters of a like nature.
- d. The District Officer concerned shall have the right to deduct from the moneys due to the contractor and any sum required of estimated to be required for making good the loss suffered by 2 worker or workers by reasons of nonfulfillment of the conditions of the contract for the benefit of the works non-payment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- e. Vis-a-vis the Central Government the bidder shall be primarily liable for all payment, to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim from this sub bidders.
- f. The regulation aforesaid shall be deemed to be a part of this bidder and breach there of shall be a breach of this contract.

#### **CLAUSE - 45 OF M.D.S.S. – ACCIDENTS – HOARDING - LIGHTING-OBSERVATIONS - WATCH MEN**

- a. When excavations have been made or obstacles have been put in public throughfares or in places where there is any likelihood of accidents, the bidder shall comply with any requirement of law on the subject and shall provide suitable boarding, lighting and watchmen as necessary.
- b. It shall be the bidder's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act apply take steps to property ensure 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 bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder 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 bidder shall indemnify Government against all loss or damage sustained by Government

Contractor

District Officer

resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties Of fines if any payable by Government a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the aid 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 and its amendments time to time whether by the bidder or by the Government as principal it shall be lawful for the Executive Engineer to retain out of moneys due and payable to the bidder such sum or sums 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 or all matters arising under this clause.

#### **SPECIAL CONDITION TOWARDS CONSTRUCTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD**

One percent the bill amount including cost of departmental materials and hire charges of departmental tools and plant will be recovered towards the construction of Kerala construction workers welfare fund be and as Kerala construction welfare fund scheme 1990. this amount shall be remitted to K.C.W.W.F. by the Executive Engineer within 15 days on the payment to the bidder.

Contractor

District Officer

## **DECLARATION**

I do hereby distinctly and expressly declare and acknowledge that I have read the conditions stipulated in Standard Forms No. 83 and 84, along with the relevant modifications effected under Clauses 9, 13, and 24 of Form No. 83 and Clause 14 of Form No. 84. I further admit that these conditions are binding on me, and I shall abide by the terms and conditions stipulated therein with respect to the work.

I also hereby declare that I have read the Revised PWD Manual 2021 and am familiar with its various clauses. I am fully aware that the conditions contained in the PWD Manual shall form part of the Agreement. I am enclosing the Preliminary Agreement Form herewith.

Place:  
Date:

Signature, Name & Address of Bidder

## **TENDER AND BIDDERS CERTIFICATE**

I hereby declare that I have perused in detail and closely examined the Madras Detailed Standard Specifications, PWD Specifications, IRC Specifications, MoRTH Specifications, and all clauses of the Standard Preliminary Specifications before submitting the tender/bid. I agree to be bound by and comply with all such specifications, except Clause 73 and other clauses relating to arbitration contained therein. The guarantee period, as per G.O. (MS) No. 98/02/PWD dated 21/11/1992, has been noted by me for this work.

Place:  
Date:

Signature, Name & Address of Bidder

Contractor

District Officer

## **FORM OF DECLARATION**

1. I, ..... hereby declare that none of my relations as per the list given in section, 6 and Schedule 1-A of the Companies Act, 1956 is in charge of the above work or are having control over it.
2. I, ..... hereby distinctly and expressly declare and acknowledge that I have read the Madras detailed standard specifications, MoRTH specifications, IRC Specification, CPWD Specification and the preliminary specifications therein.

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

## **AFFIDAVIT**

All the conditions specified in the form No.83 and 84 and special condition in the uploaded tender documents and conditions in GO(MS) No.2/2005/PWD dated 7/1/2005, Revised PWD Manual and other subsequent government orders have been read by me and are agreeable.

- a. AMENDMENT OF CLAUSE 7 OF CONDITIONS OF CONTRACT ATTACHED TO FORM NO.132 AS PER G.O. (M.S) NO. 2/ 2005 PWD. DATED 7.1.2005
- b. Bills shall be submitted by the Contractor for part payment while the work is in progress or final bill on completion of the work as per the specification, terms and conditions of the contract and the Divisional officer shall take the requisite measures for having the same checked and the claim as far as admissible settled according to the availability of budget provision and allotment of funds made with the divisional officer under the respective heads of account under which the work is sanctioned and arranged and also subject to the seniority of such bills. The Contractor shall not make any claim for interest or for damages for any delay in settling the bills. No such claims shall be admitted by the Government should the Contractor be unable to prepare the bill for himself, the Divisional officer shall depute a subordinate to measure the work performed in the presence of the Contractor, whose counter signature to the measurement list will be a sufficient warrant to the Divisional officer to prepare the bill for him that list.

## **SPECIAL CONDITIONS FOR PURCHASING**

In respect of each work the Irrigation department officers concerned who passes the bill Payable to the contractor will determine and deduct the GST at the rate in force or as determined / assessed by the Sales Tax Department in that particular case and the amount so retained will be credited to the Sales Tax Department. In assessing the tax liability, the percentage, will be worked out reference to the Contractors value of the work whether it below or above the estimate amount, purchase tax will be leviable as per sections 2 (2) of the Kerala Finance Act. 1991 as modified periodically.

Contractor

District Officer



## GOVERNMENT OF KERALA

GROUND WATER DEPARTMENT, MALAPPURAM

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### FORM OF TENDER (e-GP)

**G.W.D. 84**

Office / Division : Ground Water Department, District Office, Malappuram

Name of Work :

Name of Bidder	
Address of Bidder	

Contractor

District Officer

## **SPECIFICATIONS**

### **PART I – GENERAL**

1. The rates tendered by a Contractor for the work shall include the cost of: -
  - a. All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
  - b. Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
  - c. Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
  - d. All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
  - e. All fees and royalties of materials; and
  - f. Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and levelling off and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.
2. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work, the Contractor must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.
3. The Contractor shall be bound to bear the expense of defence of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
5. The Tenderer should state whether he has all the plant necessary for execution of the work. If the opinion of the Division Officer, Contractor's own plant is neither sufficient nor suitable for the proper execution of the work, the department may supply other available plant and recover reasonable hire for the same. The Division Officer's decision in the matter shall be final and binding on the Contractor.
6. The Contractor shall bear the running expenses inclusive of pay of the departmental staff attached to such plant and cost of repairs of all Government plant while in his possession on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.
7. All materials and plant that are to be made over to the Contractor by the Department shall be handed over to him at the Division Office or Store yards at division headquarters or the PWD General stores, Trivandrum and the charges for their handling, loading and unloading and conveyance to and from for the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.

Contractor

District Officer

8. Unless otherwise specifically provide for in the contract, the Contractor shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
9. The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration of from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to and excess issue over sanctioned quantities, will be recovered at rates 20 percent over the actual cost. The orders of the Division Officer in the matter shall be final binding on Contractor.
10. The Contractor shall be responsible to see that the level or the other pegs, profiles, bench marks, masonry pillars or other marks set up by the Department for guidance in the execution of the work are not disturbed, removed or destroyed, they will be replaced by the Department at the cost of Contractor.
11. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Contractor, as may be ordered by the Officer-in-charge.
12. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Division Officer.
13. Whenever the Contractor is ordered by the Division officer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Contractor's duty to get a special price arranged for any item and to see that it is written in the work spot order book (which shall be provided by the division officer and kept in the work spot by the subordinate-in-charge) and that this order is initiated and dated by the Contractor and entered in the work spot order book and initiated both by the Contractor and the departmental officer ordering such extra item that Contractor shall have no claim for extra payment.
14. Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

Contractor

District Officer

## **FORM OF TENDER**

Name of Work:

To

The Governor of the State of Kerala

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification date and specifications conditions of contract in force in Kerala G.W.D.
2. Copy of the electronically signed specifications signed is also enclosed.
3. I/We further agree to complete the whole work in from date of receipt of order to start work, and / or in the case of piece works, maintain the minimum rate or progress specified in the Tender Schedule.
4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
5. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance .....days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government.
6. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.
7. A sum of \_\_\_\_\_ is hereby remitted online as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to Government.

OR

If after tender is accepted, I/We fail to execute the agreement as provided in clause 13 of tender notifications or to commence the execution of the work as provided in the conditions. I/We agree that the government shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the Government by the retender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Nationality	
Full Name of Bidder	
Place of Residence	

Contractor

District Officer