

**KERALA LIVESTOCK DEVELOPMENT BOARD LTD.**  
**‘GOKULAM’: PATTOM: THIRUVANANTHAPURAM**

**FORM OF TENDER**

Name of the work: - **CONSTRUCTION OF RETAINING WALL NEAR PALAR PUMP HOUSE  
AT MATTUPATTI.**

To

**The Managing Director  
KLD Board Ltd  
Gokulam , Pattom.  
Thiruvananthapuram.**

Sir,

I/We do hereby tender to execute the works enumerated in the schedule accompanying in accordance with the Terms in your Tender Notification dated:**21.01.2019** and specifications and conditions of contract in force in Kerala Public Works Department.

(2) I/We hereby accept and agree to abide by the General Specifications including in Kerala P.W.D., G.W.D From No.84 (Form of Tender).

(3) I/We further agree to complete the whole work in **2** months , from the date of receipt of orders to start and / or in the case of piece Works, maintain the minimum rate of progress specified in the Tender Schedule.

(4) I/We do/ do not agree to accept and carry out such portions or 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) An earnest money deposit of **Rs. 10,750/-** has been paid online through NEFT to the bank account of the KLD Board as provided in the tender document and the connected UTR number is enclosed for reference.

Acc: Tender Schedule – 1  
Earnest Money **Rs. 10,750/-**

Usual Signature of Tenderer:

Full Name:

Nationality:

Place of Residence:

Date of submission:

**Cost of Tender form Rs. 860/-**

**GST 12% Rs. 103/-**

**Total Rs. 963/-**

**No. CE/91/2019**

**P.A.C. Rs. 4,30,000 /-**

**E.M.D Rs. 10,750/-**

# **KERALA LIVESTOCK DEVELOPMENT BOARD Ltd.**

## **NOTICE INVITING TENDER FOR WORKS**

**Name of work: CONSTRUCTION OF RETAINING WALL NEAR PALAR PUMP HOUSE  
AT MATTUPATTI.**

**Late date of receipt of tenders.....Up to.....3.00 PM on 02.02.2019.**

## FORM OF DECLARATION

1. I..... do hereby declare that none of my relations as per the list given in section 6 and schedule 1 (a) of the companies Act 1956 are in charge of the above work or are having control over it.

2. I ..... do hereby distinctly and expressly declare and acknowledge that I have read the Madras detailed standard specifications and the preliminary specifications therein.

## CONTRACTOR

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

## MEMO OFWORKs TENDERED

Value of work as per

Name of work..... Sanctioned Estimate	Accepted tender	Commence- ment of work	Date of completion of work	Date of security deposit	Details of
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**Managing Director**

## NOTICE INVITING TENDERS FOR WORK

(1) 1. Sealed tenders are invited for and on behalf of the Managing Director, K L D Board Ltd. from Registered contractors of P.W.D and having GST registration for the work of **Construction of retaining wall near Palar Pump House at Mattupatti.**

2. The items and sub heads of works to be done are enumerated in the subjoined schedule Unless otherwise specified the tender must be for the whole or any individual work and part tenders are liable to rejection. A Contractor may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.

3. All works shall be done in conformity with the specifications and conditions of Contracts in force in the P.W.D. The tenderer shall quote only a 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 Contractor” by scoring out the irrelevant portion and attesting all the correction. The rates quoted shall be inclusive ones, covering all the operation contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding etc... “The rates quoted shall be inclusive of sales tax”.

4. (a) When tenders are delivered based on contractor’s alternative designs such tenders should be accompanied by a schedule of quantities of materials to be used of each item of work with complete detailed specifications and date. In such case the benefit of savings in the quantities of materials actually used up under each item of work during execution will acquire to the company.

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

5. Tender document signed on all pages by the bidder should be as such with the name of the work clearly written there on and should be delivered at the office of **Managing Director, K L D Board Ltd.** at **Thiruvananthapuram** before **3.00 PM** on or before **02.02.2019** The declaration should also be duly signed and enclosed, with the tender along with the preliminary agreement (as per format provided), duly executed on a Kerala Stamp Pater worth Rs. 200/- A copy of the GST registration certificate of the contractor may also be enclosed along with the tender. The tenders will be opened at the Office of delivery by **3.30 PM on 02.02.2019** or such Officer as may be authorized in this behalf in the presence of such of those tenderers of their authorized agents as may be present. The total amount of each tender will be read out, the tender and all correction in the tender will be attested by the tender opening Officer with dates and initials and by the tenderer, if present. A list of corrections which remain unattested by the tenderer will be made out and pasted to reach tender details of individual rates will be treated as confidential and will not be read out. Each tender should be accompanied by a receipt for an earnest money deposit of **Rs.10,750/-**-The earnest money may be produced in the following form.

**Contractor**

**Managing Director**

The EMD should be remitted online through NEFT in the bank account of the KLD Board . The details regarding the bank account of KLD Board are given below:

**Bank** : **State Bank of India**  
**Branch** : **Pattom, LIC Junction, Trivandrum**  
**Account Number** : **57009288509**  
**IFS Code** : **SBIN0070212**  
**Name & Address** : **KERALA LIVESTOCK DEVELOPMENT BOARD Ltd.**  
**Gokulam, Pattom, Palace, Trivandrum 695 004.**

The UTR number from the bank should be submitted along with the tender as proof of remittance.

6. The tenderer shall examine closely the Madras Detailed Standard Specification and also the Standard Preliminary Specification contained their in and sign the Divisional Office copy of the Madras Detailed Standard Specifications and its addenda volume in taken of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings additional specification and all the documents which form part of the agreement to be entered into by the accepted tenderer.

7. The tenderers attention is directed to the requirements for materials under the clause “Materials and Workmanship” in the “Preliminary Specification”. Materials conforming to the Indian Standard Specification shall be used on the work, and the tenderer shall quote his rate accordingly.

8. Every tenderer is expected before quoting his rates, 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 sources defines shall be used on the works. In every case, the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications, or in this tender notice or as required by the Assistant Engineer in any case shall be submitted for the Assistant Engineer’s approval before the supply to site of work is begun. If the Contractor after examination of the source of materials defined in the Descriptive Specification Sheet is of opinion that materials complying with Standard or other specification of the contract cannot be obtained in quality or sufficient quantity from the source of defined in the Descriptive Specification Sheet, he shall so state clearly in his tender and state where from he indents to obtain the materials subject to the approval of the Engineer. The Board does not undertake to construct or make available any approach road or other means of approach to the proposed site and the tenderer shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The Board shall not be liable for any claim raised later on the plea of non- availability or non- access to the site.

The Board will not, however after acceptance of a contract rate pay any extra charges for lead or for any other reasons in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard “Preliminary Specification” regarding payment of seignior age, tolls etc.

**Contractor**

**Managing Director**

9. The tender's particular attention is drawn to the Sections and Clauses in the "Standard Preliminary Specification", dealing with :-

1. Test inspection and rejection of defective materials and work
2. Carriage
3. Construction Plant
4. Water & Lighting
5. Cleaning up during progress and for delivery
6. Accident
7. Delays
8. Particulars of Payment

The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.

10. In consideration of the tenderer being allowed to quote for the work, he should keep the tender form for a period of Three Months from the date of opening the tender during which period or till the tenders are decided whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

Due to departmental or administrative reasons it is found necessary to keep tender open for a further period, prior consent of the tenderer shall be obtained in writing for every further period of one month.

11. Before commencing work or within a week after the date when the acceptance of tender has been intimated to him the tenderer shall deposit a sum sufficient to make up the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule form. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress ( to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to the Board and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default or the tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to the Board results, the same will be recovered from him as arrears of Revenue, but should it be a saving to the Board, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act, or otherwise the Government may decide.

Note:- The amount Security will be 5 percent, subject to a maximum of Rs. 1,00,000/-  
(One Lakh)

12. The acceptance of the tender rates with the Managing Director who does not undertake to accept the lowest or any particular tender.

13. The right to carry out the work either 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 Board.

**Contractor**

**Managing Director**

14. The Earnest Money Deposit of the unsuccessful tenderers will be refunded immediately after tabulating the tenders, keeping only the earnest money of the first 3 lowest tenders.

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

15. Solicitor's fee, if any to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements will be paid and the same be recovered from the successful tenderer.

16. Tenderers must also state in their tenders if they are prepared to carry out at their tender at the such portion or portions of the work as may finally be allotted to them by the Officer deciding tenders.

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

**Tenders, wherein the quoted PAC is less than 75 % of the estimated PAC will be rejected (Directions contained in the G.O (P) No. 124/2016/Fin Dated: 29.08.2016 in this regard would also be adhered to subject to the terms and conditions mentioned therein wherever applicable).**

**Performance Guarantee**

**Performance guarantee (Security Deposit) will be 5 % of the contract value (quoted PAC) and the deposit will be retained till the defect liability period.**

**Additional Performance guarantee**

**Additional Performance Guarantee will be required if works are quoted to be undertaken, at rates between 10.01 % to 25 % below the estimated rates and in the event of the work being awarded. The amount to be so remitted will be equal to the percentage by which the quoted rate was lower than the estimated PAC 10%**

**Contractor**

**Managing Director**

**17) Agreement time:-**

- a. Time allowed for executing agreement without fine will be 14 days from the date acceptance of tender.(date of posting of work order)
- b. Further time of 10 days will be allowed for executing the agreement by realizing a penalty @ 1% of the PAC, subject to a minimum of Rs. 1000/- and a maximum of Rs. 25,000/-
- c) Tenders will be rejected if agreement is not executed within 24 days and work will be awarded to the next lowest tenderer/retendered at the risk and cost of the contractor.

**18) Handing over of the site:**

After executing the agreement, the Contractor or his Authorized Agent shall take over the site from the Assistant Engineer/ Unit Head of the concerned unit /Any other officer authorized by the Unit Head, within ten days and commence the work immediately. If the contractor does not turn up, the acknowledgement form for handing over of site duly signed by the Assistant Engineer/ Unit Head of concerned Unit /Any other Officer authorized by the Unit Head, shall be sent to the contractor through registered post and it shall be deemed that the contractor has taken over the site as on from the date of posting of the acknowledgement form.

**19) Completion date:-**

The work should be completed in all respects within 2 months from the date of handing over the site or from the 10<sup>th</sup> day of execution of the agreement, whichever is earlier.

**20) Extension of time:**

The extension of time of completion that can be granted at a time shall not exceed 25% of the original time or six months, whichever is less. The maximum extension that can be granted for a work shall be limited to half the original time of completion.

**21) Penalty:-**

Penalty @ 1% of the PAC subject to a minimum of Rs. 1000/- and maximum of Rs. 50,000/- will be realized for the first extension. Beyond the first extension, 2% of the PAC subject to a minimum of Rs. 2000/- and maximum of Rs. 1, 00,000/- will be realized.

**Contractor**

**Managing Director**



**22) Incentive of timely completion.**

**Incentive at the rate of 1% of the estimate PAC subject to the maximum of Rs. 4 Lakh will be paid to the contractor if the work is completed within the original time limit of completion of work. (As per the tender document / work order/agreement).**

**23) Compensation for delay / Liquidated damage:**

**If the contractor fails to maintain the required progress as per conditions of contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay to the employer as liquidated damages, an amount calculated @ 0.1% (Zero point one percent) of the contract price of the work for every week of delay subject a maximum of 10% of the contract price.**

**24) Payment on lump - sum basis or by final measurement at unit prices –**

(a) Final measurements need not be taken unless either the contractor or the Engineer claims extras to , or deductions from, the quantities of Schedule A.

(b) In case final measurements are claimed they shall be taken only for those items for which either the contractor or the 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 than be varied by addition thereto or deducting there from as the case may be the difference (if any), between the amounts mentioned in Schedule A for such items and amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurements aforesaid.

(c) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amount and his acceptance there of shall constitute a full and absolute release of Board from all further claims by the Contractor under the contract.

(d) Payment for additions and deductions for omissions.

No authorized variation shall vitiate the contract but additions and omissions shall be measured up and dealt with the accordance with Clause 24 (b).

(e) Items of work not expressly or impliedly described in the schedule, plans or specifications will be treated as “extras”. They will include only items of works which through highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.

**Contractor**

**Managing Director**

- 1) The execution of an extra item of work and payment therefore will be based on the following conditions :-
- 2)
  - i ) There shall be an order in writing to execute the extra item of work duly signed by competent officer of the Board, before its commencement. The contractor will be informed in writing of the competent officer accepting tender.
  - ii ) If the contractor finds, after examining the specifications and plans that extras are involved, he should give notice to the competent officer to this effect and shall proceed with the execution of the extra item, only after receiving instructions in writing from the competent officer.
- 2) Extra items may be classified as additional, substituted or altered items depending on their relation or otherwise to the original item or items of work.
- 3) The rates for extra items shall be worked out as below :-
  - i ) In the case of all extra items whether additional altered or substituted, if accepted rates for identical items are provided for in the contract, such rates shall be applicable.
  - ii ) In the case of all extra items whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess of deduction of the contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rates of such items.
  - iii ) In the case of extra items, whether altered or substituted, and for which similar items do not exist in the contract, and rates exist in the schedule of rates shall be arrived at on the basis of the departmental data rate current at the time of ordering the extra item, after applying the tender deduction except on cost of departmental material tender excess if any, will not be applied.
  - iv ) In the case of additional items, the rates shall be arrived at on the basis on the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item, whichever is earlier, after applying the tender deduction except on the cost of departmental material. Tender excess if any, will not be applied.
  - v ) In the case of extra items, whether additional , altered or substituted, for which the rates cannot be derived from similar terms in the contract, and only partly from the departmental schedule of rates, the rates for such part of parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of prevailing market rates giving due considerations to the analysis of the rate furnished by the contractor with supporting documents, including Contractor's Profit. This shall be added on to the departmental rate (including contractor's profit ) current at the time of ordering or executing the extra item whichever is earlier for the other part of the item for which rates can be derived from the schedule of rates.
  - vi ) In the case of extra item, whether additional , altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, Contractor shall within 14 days of the receipt

**Contractor**

**Managing Director**

of the order to carry out the said extra item 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 rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

vii ) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which tenders were invited.

4) Where the term “Departmental Data Rate” appears it shall mean the rate derived from the departmental schedule of rates and shall include conveyance charges and contractor’s profit.

25) Any dispute arising from this contract, shall be referred to the Managing Director, K.L.D. Board for settlement.

26 ) The contractor shall not without 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 recognized by or be binding upon the Board 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.

27 ) No part of the contract shall be sublet without written permission of the Managing Director shall transfer be made by power of attorney authorizing other to receive payment on the contractor’s behalf.

28 ) The Managing Director or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.

29 ) No materials will be supplied to the contractor by the Board, unless otherwise stated. (Cement, Steel, Bitumen etc ).

**Quality test for cement and steel as per PWD rule is applicable to the work in KLD Board.**

30 ) Tenderer should declare that they are not related to any Board Officer who is in – charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father -in – law, brother – in – law, mother –in- law, sister- 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 tenderer/tender will be forfeited and the contract entered into will stand cancelled.

**Contractor**

**Managing Director**

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

32) If different rates are quoted for the same specification of the work at the same site / in different appendices of the schedule, and the lowest quoted rate will be accepted for the items in all the appendices.

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

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

34) Empty bags of cement used on the work need not be returned to the departmental stores.

35) If the Board undertakes to supply particular materials no claim for extra payment on account of delay in the supply of these materials will be entertained.

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

37) The contractor 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.

38) The contractor should engage at his own cost at Diploma-holder (Electrical Engineering) with sufficient practical experience for the proper execution and supervision of works costing from Rs. 2 Lakhs to 5 Lakhs and one Engineering Graduate and one Diploma-holder (Electrical Engineering) for works costing Rs. 5 Lakhs and one Engineering Graduate and two Diploma-holders for works costing over 10 Lakhs for one or two years according to the tenure of contract paying the stipend / salary as per the Rules in force.

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

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

**Contractor**

**For and on behalf of the Managing Director  
K.L.D. Board Ltd;**

## **SPECIAL CONDTIONS**

1. The Contractor should quote his rate in figures as well as in words at the appropriate space "Quoted rate of Contractor" When rates quoted for in figures and words disagree the rate quoted rates will be taken for the purpose of settlement of the contract and the contractor is bound to accept this rate if the contract is awarded to him.

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

3. All the rates quoted should be inclusive of Sales Tax also.

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

5. The contractor has to quote for the specification and unit in the schedule. No correction of specification or unit or quantity, is admissible and if they make any correction in the specification, etc. the same will be rejected. If they have to note, the same may be noted as a foot note in the bottom of the space.

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

7. The contractor should not his Division Register Number and amount of permanent earnest money deposited by him in his tender.

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

9. The contractor is bound to carry out items of work which are not include in the tender schedule and agreement but which are found necessary for the proper completion of the work during execution.

10. For L.S. item the contractor will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items as per conditions for extra items, but such payment will be limited to the lump sum quoted by the contractor if he fails to quote definite L.S. rates for such items the L.S, amount provided in the schedule will be operative in this case.

11. The contractor will have to procure bitumen required for the work.

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

**Contractor**

**Managing Director**

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

14. Granite stone, metal supplied should be sound, tough and durable free from any decayed matter and of uniform color and texture. Each piece should have Sharpe angular edges. The metal should not also contain any quarry dust or earth.

15. Siliceous gravel shall consist of only hard modules not more than 40 mm. or less than 6 mm. dia. In any direction, scrapped from the hill sides and free from mixture of earth or late rite chips.

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

17. Variations in supply in each 200 meters length exceeding 1% from the approved indent will not ordinarily be allowed. But supplies above 1% over the stipulated quantity in the particulars 200 meters length may be accepted at the discretion of the Engineer and in that case, such will be paid at  $\frac{3}{4}$  of the agreed rate. Similarly, if the supplies fall short by more than 1% recovery for this deficiency will be made at  $\frac{1}{4}$  of the agreed rates. Excess supplies or deficiencies in supplies over 10% will however, be accepted only at the discretion of the Engineer subject to its being penalized at half of the agreed rates. The maximum penalty shall, however, be limited to 10% of the contract.

18. The contractor will have to make his own arrangements to convey the material supplied by the Board 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 work.

19. The payment of the earth work item will be made as per level measurements or tape measurements as per Rules prevailing in the Board.

20. All items should be carried out as per the relevant specification in the M.D.S.S. and all clause of preliminary Specification should be complied with.

21. The mould, shuttering, etc. required for the work should be made by the contractor and got approved by the departmental officers at site before use.

22. Tribes of the locality should be employed to the extent possible. The contractor should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G.O 18-8597/55 D.D. dated 7-3-1956 and any dues to the labour will recovered from his will as fixed by the departmental officers.

23. The contractor alone is responsible for the safety of his labour and damages if any, payable under Workmen's Compensation Act will be to his debit.

**Contractor**

**Managing Director**

24. 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 claims for injury to person or property resulting from any such accident, and he shall, where provisions of the Workmen's Compensations Act apply, take step to properly insure against any climes there under.

25. The contractor shall be liable for a loss caused to the Government on account of 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.

26. The work shall be completed in all respect and also at the rate of progress within the time limit and stipulations in the form No. 83, notice inviting tenders failing which the contractor is liable to be fined as stipulated in contract condition No. 4.

27. Defects, if any noticed within 2 years in the case of buildings 1 & ½ years in the case of newly constructed roads 1 year in the case of renewal and resurfacing of roads. ½ year for annual maintenance of buildings from the date of completion of the work, will get rectified by the contractor in default of which this will be attended by the Department and the cost made good from the contractor. (G.O. M.S.96/72/PW &T dtd.21-11-92).

28. The contractor shall be responsible for the payment of sales tax as per rules in force from time to time and rates quoted for the various items shall remain unaffected by any changes that may be made from time to time, in the rate at which such tax is levied. Sales tax due to Government from the contractor will be recovered from the bill for the work, at the rate and mode prevailing from time to time.

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

30. The contractor agrees that, before final payment shall be made on the contract he will sign and deliver to the Managing Director 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 Assistant Executive Engineer in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurement if any of the Assistant Executive Engineer shall be final, conclusive and binding on the contractor.

31. The tender notice and form No. 83. Notice inviting tenders shall form part of the agreement.

**Contractor**

**Managing Director**

32. 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 for handing the short or excess, if any, provided it is in the same position.

33. The date fixed by the Managing Director for the commencement and completion of works as entered in agreement, shall be strictly observed by the contractor who shall pay damages at the rates of (1) one percent on the estimated value of the contract for every day not exceeding five days that the work remains uncommenced or unfinished after the proper date and further to ensure good progress during the execution of works the contractor shall be bound unless the contract provides otherwise, in all cases in which time allowed for a work exceeds 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 the time has elapsed; and three-fourth of the work when three-fourth of the time, has elapsed and the penalty for failure in either of these cases shall likewise be that the contractor shall be subject to pay daily damages to the rate of (1) one percent of the estimated value of the amount of work that should be completed by that time. Provided always that the entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole, the amount of retention plus the security deposit. All damages payable under the provision of this clause or of clause 12 of the conditions of contract, shall be considered as liquidated damages to be applied to the use of the Govt. without reference to the actual loss sustained owing to the delay.

34. Except for extra items under contract, the overall percentage rates accepted and specified in the agreement shall not be varied on any account whatsoever and it shall hold good for all items done irrespective of variations in quantities.

35. All other conditions and specifications of contract are the same as those current in the Department.

36. Workers Welfare Fund at 1% on the total value of contract will be recovered from the bill.

37. For unreturned departmental materials a penalty at Rs. 20 per 50Kg of cement and Rs. 2 per 50 kg of M.S. rod will be recovered from the bill, in addition to recovery of book value or issue rate plus 20% supervision charges of market rate whichever is higher and sales tax.

38. 2% of the total gross amount of the bill will be recovered towards income tax, from each bill or at the rate in force from time to time.

39. The tenderer has to give a certificate that the firm has not been blacklisted in the past by any institution – Government / Private.

40. The tenderer / contractor has to give an affidavit on a non-judicial stamp paper that there is no vigilance / CBI case pending against the firm / contractor.

**Contractor**

**Managing Director**



41. If the tenderer / contractor gives a false statement on any of the above information the firm / contractor will not be considered and their tender shall be rejected and the security deposited shall be forfeited. In case of any loss incurred on this account by the Management, suitable recovery proceedings will be initiated against the contractor and the loss sustained made good.

### **FAIR WAGE CLAUSE**

a) The contractor shall pay not less than fair wage to labourers engaged by him on the work. "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wage prescribed by the Central P.W.D. for the District in which the work is done.

b) The contractor shall notwithstanding the provision of any contract to the contrary cause to be paid fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractor 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 work for the performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central P.W.D. (Contractor's Labour). Regulations made by Govt. in regard to payment of wages, wages period deductions from wages, recovery of wages not paid and deductions unauthorized 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 Managing Director shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions, of the contract for the benefit of the workers non-payment of wage 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-à-vis the Central Government, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim from his Sub-contractors.

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

**Contractor**

**Managing Director**

CLAUSE 45 M D S == Accidents, Boarding, Lightening, Observations, Watchmen

- a) When excavations have been made or obstacles have been put in public through fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject and shall provide suitable boardings lightning and watchman, as necessary.
  - b) It shall be the contractor's sole responsibility to protect the public and his employees against accidents from any cause and he shall indemnify Government against any claim for damages for injury to person or property resulting from any such accident and he shall where the provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.
  - c) On the occurrence of an accident which results in the death of any workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workman, the contractor shall within 24 hours of the happening of such accidents, intimate in writing to the Managing Director the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or 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 said Act in regard to such accident.
  - d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Managing Director to retain out of moneys due and payable to the contractor such sum or sums of money as may be the opinion of the Managing Director be sufficient to meet such liability. The opinion of the Managing Director shall be final in regard to all matters arising under this clause.
42. In case of any legal proceedings it will be within the jurisdiction of Thiruvananthapuram District only.

**Contractor**

**Managing Director**

# QUOTED RATE OF THE CONTRACTOR

I / We .....  
 agree to undertake to execute the work of  
 .....  
 .....  
 .....at (\*)  
 ..... (here  
 quote any one of the following) less cost departmental materials specified to the supplied and  
 recovered at the rates given in the conditions enclosed.

I/We ..... also agree that the tender excess / reduction  
 may be applied on the amount calculated after deducting the cost of departmental materials  
 from the total amount of the work / worked out at the rates given in the schedule attached to  
 the tender / quotation notification.

- (\*) (1) Estimate Rates:
- (2) .....% ( in figures & words ) below estimate rates.
- (3) .....% (in figures & words) above estimate rates.

Signature      Name and Address of the Contractor.      KLD Board Ltd;

### FOR OFFICE USE ONLY

- (1) Scorings
- (2) Over writings
- (3) Corrections
- (4) Insertions
- (5) Rate quoted by the contractor
- (6) Date. Signature & Designation of the Officer opening the tender.

## Preliminary Agreement

Articles of agreement executed on this the ..... BETWEEN the Kerala Livestock Development Board Ltd., a Government of Kerala Undertaking having its registered office at 'Gokulam', Pattom, Thiruvananthapuram (hereinafter referred to as the 'the Board'), of the one part and .....(here enter name and address of the tenderer) (hereinafter referred to as the 'bounden') of the other part.

WHEREAS in response of the Notification No. **CE/762/2018** dated: **21.01.2019** the bounden has submitted to the Board a tender for **Construction of retaining wall near Palar Pump House at Mattupatti.** specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Board a sum of **Rs.10,750/-** as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his agreement is accepted by the Board.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Board and the contract for **Construction of retaining wall near Palar Pump House at Mattupatti** is awarded to the bounden, the bounden shall within 14 days of acceptance of his tender execute an agreement with the Board incorporating all the terms and conditions under which the Board accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Board shall have power and authority to recover from the bounden the loss of damage caused to the Board by such breach as may be determined by the Board by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Board under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Board may deem fit.

In witnesses whereof **Dr. Jose James, Managing Director, KLD Board, Pattom, Thiruvananthapuram** (here enter name and designation) for and on behalf of the Kerala Livestock Development Board Ltd. and ..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri. ....(date) Signed by Sri. .... (date)

In the presence of witness In the presence of witness

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

**KERALA LIVE STOCK DEVELOPMENT BOARD LTD.,  
"GOKULAM", PATTOM.P.O,  
THIRUVANANTHAPURAM**

**SCHEDULED FOR THE CONSTRUCTION OF RETAINING WALL NEAR PALAR PUMP HOUSE AT  
MATTUPATTI**

**SCHEDULE**

Sl .No	Qty	Details of work	Unit	Rate	Rate in words	Amount
1	25.20	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10sqm on plan) including disposal of excavated earth lead upto 50 m and lift up to 1.5 m disposed earth to be levelled and neatly dressed.	m3	196.33	Rupees. One Hundred and Ninety Six and Paise Thirty Three Only	4947.52
2	3.15	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering- All work up to plinth level:1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	m3	6980.54	Rupees. Six Thousand Nine Hundred and Eighty and Paise Fifty Four Only	Rs. 21988.70
3	2.20	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement – All work up to plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	m3	8998.41	Rupees. Eight Thousand Nine Hundred and Ninety Eight and paise forty one Only	Rs.19796.50
4	150	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. Cold twisted bars	Kg	88.23	Rupees. Eighty Eight and Paise Twenty Three Only	Rs. 13234.50
5	8.80	Centering and shuttering including strutting, propping etc. and removal of form for: Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	m2	590.16	Rupees. Five Hundred and Ninety and Paise Sixteen Only	Rs. 5193.41

6	58	Random rubble masonry with hard stone in foundation and plinth including leveling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)	m3	6181.97	Rupees. Six Thousand One Hundred and Eighty one and Paise Ninety Seven Only	Rs. 358554.26
		<b>TOTAL</b>				423714.89
		<b>UNFORESEEN</b>			6285.56	6285.11
		<b>GRAND TOTAL</b>				<b>4,30,000/-</b>
<b>(Rupees Four Lakh Thirty Thousand only)</b>						

**CONTRACTOR**

**MANAGING DIRECTOR**