

**OFFICE OF THE CHIEF ENGINEER,
LOCAL SELF GOVERNMENT DEPARTMENT,
3RD FLOOR, REVENUE COMPLEX,
PUBLIC OFFICE COMPOUND,
THIRUVANANTHAPURAM-33**

Phone : 0471-2324951
0471-2325071
Tele Fax: 0471-2324951
email: celsgd @ gmail.com
website : www.celsgd.com

No.DB1/PF/2010/LSGD

Dated 06.03.2012

NOTICE


It has come to the notice of the undersigned that many LSG Institutions are inviting prequalification tenders without complying with the normal specified procedures. For scrutiny of the technical bids for prequalification, the following documents are essential. The LSG Institutions shall call for the essential details for proving experience, financial strength, work in hand, adequate technical hands, labour force, Certificate of banks, if necessary, income tax/sales tax clearance certificate etc. The preliminary scrutiny shall be done by tendering authority based on the following.

- 1). At least 1 work of similar nature amounting to 40% of PAC at current rate shall be done.
- 2). The liquid assets shall be 10% of the PAC.

Technical bids not complying with the above conditions shall be summarily rejected by the tendering authority himself. It shall not be submitted to the next higher authority. The procedure for scrutiny of technical bids are same as that adopted by PWD. Confusions if any shall be cleared from Executive Engineers, Superintending Engineers or from the Chief Engineer. All the conditions shall be self explanatory.

It is seen that most of the institutions are giving " window advertisement" alone in news papers. (The details shall be published in websites of Chief Engineer and Government). The scrutiny of technical bids is not possible without a proper tender

notice showing the essential requirements in this office. Hence it is directed to comply the procedures as per rules, in order to avoid litigations. A typical copy of tender documents is given below. Necessary conditions based on their nature of work, urgency etc can be included by the tendering authority. Each institution can make their own changes according to their site conditions etc.



CHIEF ENGINEER.

Acc:- Typical copy of tender document.

To

1. Website www.celsgd.com
2. All Controlling Officers through E-mail.

Sk/ce/2012

GOVERNMENT OF KERALA
LOCAL SELF GOVERNMENT DEPARTMENT

PRE QUALIFICATION OF TENDER DOCUMENTS
TENDER No. / / /LSGD / 2011 – 2012

NAME OF WORK
.....

OFFICE OF THE ENGINEER,
L . S . G . D . ,
.....

SPECIAL INSTRUCTIONS

The following instructions shall be strictly observed while submitting tender

- 1) The latest balance sheet in Form VI, Companies Act, with Schedules authenticated by the Chartered Accountant shall be furnished.
- 2) The Annual turnover details should be authenticated by the Chartered Accountant.
- 3) If financial assistance from Banks is required for mobilizing funds, a certificate from the bank concerned shall be produced. The bank certificate should pertain to the particular work and for the current year. Also amount of loan or assurance extending financial assistance if the said work is awarded to the bidder should be mentioned.
- 4) The amount shown in the list of works in progress(balance amount) should tally with the amount shown as 'Work in Hand'. Contractors have to furnish the details of all the works in their hand and they would be liable to be disqualified if any suppression of facts is noticed.
- 5) The Degree/ Diploma Certificates of the works Managers and Site Engineers along with their consent letters of work with the firm should be furnished.
- 6) The ownership of the list of plants and equipments shall be certified by an officer from the department not below the rank of an Executive Engineer.
- 7) To verify the experience, the list of works completed by the bidder for the State/Central Governments / PSU's in the immediate past 5years clearly specifying the date of completion and actual date of completion should be furnished with a certificate from the agreement authority. Only these works will be considered as experience.
- 8) An index page should be there as preface and all documents submitted bythe contractor should be certified by the tender opening authority.
- 9) Contractor shall not wait for payment for completion of the work.
- 10) Contractors shall have all facilities such as financial and technical soundness and necessary accessories for the completion of the work with in the time of completion.
- 11) All the copies of documents submitted along with the tenders should be certified by a Gazetted Officer.
- 12) The percentage rate quoted by the bidder should not contain more than two decimal places. If the quoted percentage contains more than two decimal places the balance will be omitted.
- 13) Pre-bid meeting will be held on .../.../2012 atam/pm hours in the office of the Engineer, LSGD,

Annexure – E

Pre – Qualification Documents

1.0 **Name of work** : Construction of
.....

A. INTRODUCTION

Bids for contract or pre- qualification are invited for *construction of a*
.....

The details of contract together with the estimate costs are given in **section 4.0** hereunder. General contractors backed up by specialist sub Contractors or alternatively joint venture consortium, who wish to bid for the work should apply pre- qualification in the manner set out in documents. The tender document will be issued subsequently only to those parties selected by the employer / Engineer having necessary qualifications suitability to perform the contract satisfactory..

2.0 Employer :..... Engineer
LOCAL SELF GOVERNMENT
DEPARTMENT
On behalf of Committee/ Council

3.0 Address :Office of the Engineer
L.S.G.D.
Place:.....,
Telephone :

3.1 Engineer : Engineer
L . S . G . D . ,.....,
Place:.....

3.2 Executive Engineer :Executive Engineer
L.S.G.D. Division,..... ,
.....

The Project Contract includes the following principal work items approximately (*Sample Only*)

Description (<i>Sample only</i>)	Approximate quantity (<i>Sample only</i>)	Remarks
Earth excavation	4937 m ³	
Leveling course (CC 1 :4:8) & Flooring Dadoing	96m ³	
RCCwork M-20 & M25	2738m ³	As per IS 456
Reinforcement	6213 Qnt.	Steel confirming to IS 1786 is to be used. Anti corrosive treatment should be done to the reinforcement as per IS 13620
Brick work	1202 m ³	Manufactured at site
Brief description of work		<ol style="list-style-type: none"> 1 . Pile foundation 2. RCC framed structure 3. Brick work in cement mortar 1:6 4. Anjili wood doors and windows 5. Flooring ceramic tiles & PWD Pattern tiles 6. Plumbing & sanitary 7 Painting 8. Electrification
Plinth area of the building	9220m ²	
Value of work	Rs.1326 lakhs	
Time of Completion	18 months	

4.0 Probable Approximate Cost (PAC) of the work (sample)

Contract (<i>Sample Only</i>)	Description (<i>Sample Only</i>)	Approximate floor area (<i>Sample Only</i>)	Estimated cost (Rs) (<i>Sample Only</i>)
1 / SE / SC / LSGD / 08 – 09	Construction of	9220m2	10,00,000,00 /-

5.0 Location of work and site condition (Sample Only)

Contract No. refer Section 4 above	Location (<i>Sample Only</i>)	Terrain	Rainfall Season & Annual (<i>Sample Only</i>)	Type of soil & Subsoil conditions
1	2	3	4	5
1 / SE / SC / LSGD / 08 – 09	Plain	June, July & October, November	Ordinary soil

6.0 Broad scope of work (Sample Only)

The proposed building is having 9 floors to be constructed as RCC framed structure with RCC beam, Slab, Columns etc. pile is proposed for foundation (CC 1:1 ½:3) Superstructure wall are proposed with country burnt brick in Cement mortar 1:6. Irul wood doors windows and ventilators Grill and Aluminum Fabrication are proposed. Flooring with Adanga marble slab and cement concrete 1:4:8 . dadoing walls are proposed. Painting with Cement water proof paint. proposed for water supply, Sanitary arrangements, Fire fighting, lift, Electrification are also included Design for plumbing sanitary and Electrical work is to be submitted got approved by contractor . All design are based on relevant IS. The contractor should point out discrepancies, if any, in the design before proceeding with the work. Addition and changes may come during the course of work as per the requirement of authority concerned.

7.0 Programme of Tendering

Contractors who have been pre-qualified will be informed in writing. The date and time of opening of bid will be intimated to the contractors who have been pre-qualified. Only the pre-qualified party's tenders for the work will be opened and other tenders will be summarily rejected.

8.0 Conditions of Contract

Conditions of contract will be as per standards prevailing in the department.

All designs and works will confirm to the relevant Indian Standards or other equivalent standards prevailing in LSGD, Kerala PWD, mentioned in the contract documents or approved by the Engineer. If any discrepancies are noted in the design / provisions it should be brought to the notice of the Engineer before tendering.

The law governing the contract will be Indian law.

9.0 Instruction to Applicants

9.1 A tenderer may be pre-qualified up to the limit of his pre-qualified capacity.

9.2 Pre-qualification questionnaire complete in all respect should be submitted in Triplicate (original + 2 copies) on or before am/pm on/.../20... the
..... Engineer.

9.3 (a) The bids shall be submitted by the tenders in two separate parts.

Part I- Technical bid comprising

(a) Bid Security

(b) Preliminary agreement duly filled up

(c) Qualification information & supporting documents showing financial stability & experience in works of similar magnitude with in last 5 years.

Part II- Financial bid comprising

(a) Financial bid form

(b) The quoted tender schedule

9.4 NO costs incurred by contractors in attending this office in providing clarification, attending discussions, conferences or site visits will be reimbursed by the employer / Engineer.

9.5 Incomplete offers are liable to be rejected

9.6 The Language for submission of bid should be English/Malayalam.

9.7 In the event of firm wishing to withdraw from pre- qualification, the firm must return the document with an explanatory letter to the Engineer .

- 9.7 (a) Bank guarantee at the rate of 10% of quoted P.A.C will be insisted at the time of enacting the agreement.
- 9.7 (b) G.O. No. 84/97/PWD dtd. TVM 19-8-97 will be applicable in this tender also and the same will be made available to the contractor.
- 9.8. The enclosed schedules should be filled in complete and all questions should be answered. If any particular query is not relevant, it should be stated "not applicable".
- 9.9. If the offer is submitted by a contractor backed up by specialized sub contractors, the contractor and each of the sub-contractors should fill in all the schedule completely. The main contractor should be clearly identified and the extent of responsibility of each of the subcontractors should be defined.
- 9.10. Financial data, project costs, value of works etc should be given in equivalent Indian Rupee only.
- 9.11 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the firm by signing the application in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, also accompany the application.
- 9.12 If the application is made by a limited company or a limited corporation, it should be signed by duly authorised person holding the Power of Attorney* shall accompany the application Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.(*for signing the application in which case a certified copy of the power of attorney)
- 9.13 If the application is made by a group of firms, it shall be accompanied by a legal document signed by all parties to joint venture/consortium confirming therein a clear and definite manner the proposed administrative arrangements for the management and execution of the contract, the division of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture, and an undertaking that the

several parties of jointly and severally liable to the employer for the performance of the contract together with details of experience and passed performance of each of the parties to the joint venture on works of a similar nature within the past five years. Current works on hand and other contractual commitments.

9.14 To be eligible for award of contract, bidders shall provide evidence satisfactory to the employer, notwithstanding any previously conducted pre-qualification of potential bidders of their capability and adequacy of resources effectively carried out the subject contract. To this all bids submitted shall include the following information.

- a. Copies of original documents defining the constitution of legal status, place of the registration and principal place of business of the company or firm or partnership or, if a joint venture of each party thereto constructed the tenderer.
- b. Where the tenderer is a joint venture of two or more firms, and statement signed by all parties to the joint venture of the proposed administrative arrangements for the management and execution of the contract, the duties, responsibilities and scope of work to be undertaken by each party, the authorized representative of the joint venture and an undertaking that the several parties are jointly and severally liable to the employer for the performance of the contract.
- c. Details of the experience and past performance of the tenderer(or of each party to a joint venture) on works of similar nature (multi storied building of the value of not less than 40% of this bid) within the past five years, and details of current work in hand and other contractual commitments.
- d. Major items of construction equipment proposed for use in carrying out the contract in the format prescribed in Schedule D.
- e. The name, qualification and experience of key personnel proposed for administration and execution of the contract, in the format prescribed in Schedule C. (Consent letter of the key personnel should be attached)
- f. Proposals for sub-contracting elements of the works amounting to more than 10% of the tender amount for each element and as listed in Schedule E.
- g. Reports on the financial standing of the tenderer (or of such party to a joint venture) including profit and loss statement, balance sheet and auditor's reports for the past five years, an estimated financial projection for the next two years and an authority from the

tenderer (or authorized representative of a joint venture) to seek references for the tenderer's and

h. Information regarding, any current litigation in which the tenderer is involved.

9.15 The information furnished must be sufficient to show that the applicant (along with all parties to the consortium/joint venture) having already earlier carried out satisfactorily completed work of similar size, nature, and complexity.

The applicant's attention is explicitly drawn to the fact that even after the pre qualification of potential bidders has already been carried out, all tenders shall include a statement of the changes that may have occurred since pre-qualification with particular reference to the various items listed above and that further more, contract work shall be awarded to the successful tenderer, only on the basis of a careful scrutiny of all the above information furnished by the applicant

9.16 The applicant is expected to have visited the project site before submitting pre-qualification bid.

9.17 While submitting the schedule duly filled up the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members of the consortium venture.

9.18 The Employer / Engineer/ Corporation/Municipality/ Panchayath Committee/Council reserves the right to reject any or all pre-qualification applications without assigning any reason and the Employer's decision shall be final and binding

9.19 The pre-qualification documents so received in the office of the Assistant/ Assistant Executive/ Executive /Superintending Engineer will be submitted to be District Level technical Committee (Superintending Engineer Convenor) or State Level Technical Committee (SLTC) (Chief Engineer Convenor) pre-qualification will eventually be approved the respective Technical Committee.

9.20 1) The Committee shall ascertain whether the bids.

i) Meet the eligibility requirements

ii) Have been properly prepared and signed

- iii) Contain all the details called for in proper format
- iv) Are accompanied by required authorization and
- v) Are otherwise generally in order

2) The committees shall evolve a suitable methodology for making assessment of the suitability of the firms who have applied for pre-qualification which also include the following items.

- i) Initial screening criteria based on the working capital
- ii) Structure and organization whether the firm is a single firm or a joint venture
- iii) Financial status of the firm including average annual turnover, work in hand, financial arrangements proposed viz, own resources/bank credits etc.
- iv) Resources of the firm including personal and equipment.
- v) The experience of the firm in high rise building project and other works, as well as, prompt completion of work
- vi) Any other criterion which the committee may like to consider in any individual case.

3) Based on the above broad principles the committee shall make an assessment and finalize its recommendations indicating the firms which are considered suitable for pre-qualification purpose. The committee reserves the right to prequalify a firm/joint venture based on its evaluation.

9.21 The bidder is required to furnish the name of works for which their firm's joint venture has already been pre-qualified for works in the department. They should also indicate the number of works for which their firm/joint venture submitted tenders.

9.22 In case any firm is pre-qualified as joint venture with any other firm, it will not be permitted to tender as an individual firm.

9.23 The employer/Engineer reserves the right to reject any or all pre-qualification applications without assigning any reason and Employer's decision shall be final and binding.

10. PREQUALIFICATION QUESTIONNAIRE

10.1 Details of Contractors Registration

Name of Contractors /Firm	Authority	Designation of Registering Authority	Class of Registration	Valid Up to
Address, Phone No (Mobile & Land Line), E-mail ID				

Attach copy of Registration & validity documents

10.2 Current Liquid Asset of the Contractor --- Whether attached copy of certificate from Auditor/ Chartered Accountant (**Tik which ever is applicable**) : YES / NO

10.3 Bank Loan Amount --- --- Whether attached copy of certificate from Bank regarding credit facility (**Tik which ever is applicable**) : YES / NO

10.4 Financial Status

AVERAGE ANNUAL TURNOVER FOR THE LAST FIVE YEARS	
Year	Turn over (Rs)
2010-2011	
2010-2009	
2009-2008	
2008-2007	
2007-2006	
Average turn over per year	

Attach copy of audited Balance sheet, Profit & Loss Account and Asset Liability statement for all the above 5 years certified by Auditor/ Chartered Accountant.

10.5 Copy of current Income tax Clearance Certificate : YES / NO

10.6 Copy of current Sales tax Clearance Certificate : YES / NO

10.7 Details of ongoing works undertaken by the contractor (Work in hand including all quoted and found lowest)

Name of work	Agreed PAC	Agreement authority & Date of Agreement/ Tender	Time of completion as per Agreement/ Tender	Present progress in percentage	Proposed Date of completion

Suppression of any of the facts may lead to disqualification / debarring of the contractor

10.8 Experience in immediate past five years

Sl No:	Name of work	Agreed PAC	Agreement authority	Time of completion as per Original Agreement	Actual Date of completion

Attach copy of certificate from Agreement Authority with signature of the Tenderer, address, Phone No, Mobile No and E-mail ID

**10.9 Requirement of key personal, work force & Experience (Same as Schedule :C)
(Sample Only)**

Sl No	Item	Qualification	Experience	Requirement (Nos)
1	Project Manager	Degree in CIVIL Engineering	10 Years	1No
2	Engineer	Degree in CIVIL Engineering	5 Years	1No
3 a)	Site Engineer	Diploma in CIVIL Engineering	3 Years	1No
b)	Site Engineer	ITI/ITC Certificate in CIVIL Engineering	3 Years	1No
4	Skilled Labours		10 Years	60
5	Unskilled Labours		2 Years	50

Copy of Qualification certificate, Bio-data & willingness certificate of personal shall be attached. The organization chart of the contractor should be attached.

10.9 Requirement of Machinery / Equipments (Same as Schedule: D) (Sample Only)

Sl No	Item & Capacity	Requirement	Remarks
1	Concrete Mixer		
2	Concrete Vibrator		
3	Lift/ Elevator with diesel engine		
4	5 HP Pump Diesel		

5	Tipper Lorry (10 Ton)		
6	Steel form work		
7	Screed Vibrator		

A certificate from an Engineer not below the rank of the Executive Engineer should be enclosed regarding availability of Plant & Equipments with the contractor

PRE - QUALIFICATION APPLICATION

Contract No.

Description works:

To

..... ,
..... ,
.....

Dear Sir,

Having examined the pre-qualification document including scope of works and time frame of construction, I/we hereby submit all the necessary information and relevant documents for pre-qualifying me/us for bidding for the above mentioned work.

The application is made by me/us on behalf of
..... (Group of firms) in the capacity of
.....
duly authorized to submit the offer.

The necessary evidence admissible in law in respect of authority assigned to me/ us on behalf of the group of firms for applying and for completion of the contract document is attached herewith.

I/We understand that Engineer/Employer Corporation/Municipality/ Pachayath Committee/Council of reserves the right to reject any application without assigning any reason.

SIGNATURE OF THE APPLICANT
(Name in brackets, including title and capacity
in which application is made)

- Encl: 1. Schedule duly filled in the prescribed form
2. Evidence of authority to sign
3. Latest brochures

CONTRACTOR

15

..... ENGINEER

SCHEDULE: A
STRUCTURE AND ORGANISATIONS

1. Name of contractor of company who is a major partner and is leading the joint venture /consortium :

Address :

Telephone :

2. Description of company (for eg. General. Civil Engineering, contractor, Supplier of equipment etc.) :

3. Registration and classification with the PWD :

4. Name and address of Bankers :

5. No. of years of experience as General contractor :

6. Number of years of experience as sub-contractor :

7. Name and address of partners or associated companies to be involved in the Project and whether parent /subsidiary / other :

8. Number of years of experience as a sub contractor in own country/ internationally :

9. Name and address of the companies who will be

Involved in the construction of various items

Civil work, namely (*Sample only*)

- a) Earth work :
- b) Foundation work
- c) Supply of materials
- d) Concrete work
- e) Flooring
- f) Plumbing & Sanitary works
- g) Miscellaneous works

10. Name and address of companies who will be
Involved in

- a) Electrical works
- b) Fire Fighting Arrangements

11) Attach an organization chart showing the structure
of the company including names and positions
of key personal :

Note: Particulars of item 2,3,4,6,7,8,9 &10 above should be attached separately for each partner of
Joint Venture/ Consortium

SCHEDULE: B
FINANCIAL STATEMENT

(To be given separately for each partner of joint venture / consortium]

- 1 Name of contractor firm (partner in case
of joint Venture/Consortium) :
2. Capital :
- a. Authorised :
- b. Issued and paid up
3. Attach audited balance sheets and profit
and loss statement for the past 3 years :
4. Financial position
(Exact amount in Rupees to be stated)
 - a) Cash :
 - b) Current assets :
 - c) Current liabilities :
 - d) Working capital :
 - e) Net worth :
5. Total liabilities
 - a) Current ratio current assets to
Current liabilities :
 - b) Acid test ratio: Cash temporary
investment held in lieu of cash
and current receivable to current
liabilities :
 - c) Total liability to net worth

6. Annual value of construction works, undertaken for each of the last five years and projected for current year

Year	Current	One year before	2 years before	3 years before	4 years before	5 years before
Home						
Abroad						

7. Net profit before tax

- (a) Current period :
 (b) During the last financial year :
 (c) During each of the four previous financial years :

The profit and loss statements have been certified through by

8. Applicant's financial arrangements for the proposed works:

(Exact amount in Rupees to be mentioned)

- (a) Own Resources : ₹
 (b) Bank credits : ₹
 (c) Others (Specify) : ₹

9. Certificate of financial soundness from bankers of applicants together with their full address :

10. Approximate value of works in hand :
 (Details of work in hand with % progress achieved and amount of balance work to be completed shall be furnished) :

11. Value of anticipated orders for next financial year :

Note: Details of item 10 and 11 are to be given in Schedule E- Experience

SCHEDULE – C

CONTRACT DETAILS OF PERSONAL WITH THE APPLICANT

Name of Applicant:

SL NO:	DESIGNATION	Nos Required	NAME & ADDRESS	QUALIFICATION	EXPERIENCE	Whether in applicants Pay Roll
1	Project Manager					
2	Work Manager 1 (Main Civil Works)					
3	No of Engineering Graduates/ Diploma					
	Design					
	Construction Supervision					
4	No of Administrative Graduates					
5	No of skilled employees					
6	No of unskilled employees					

CONTRACTOR

21..... ENGINEER

1. Please indicate whether design, wherever requires as per conditions of bid, will be carried out in house or with the help of consultants. If in house, please indicate the details of designs carried out over the past few years.
If to be done by back-up consultants, please give the data such as name of company key personnel and professional qualifications, present position, total experience, no of Engineering Staff under each category of specification and details of work executed.
2. For items No 1 to 6, data are necessary for each partner or joint venture/ consortium.

In the case of personnel at Sl. No. 1 and 2 please give name, qualification, present posting, Professional experience and linguistic ability relevant to the project.

SCHEDULE: D

CONTRACT

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK:

Name of Applicant:.....

Sl No	Name of Equipment (<i>Sample Only</i>)	Requirement	Equipment in hand					Equipment to be procured		
		No of units required for the project	Kind of make	Capacity	No	Age & Condition	Present location	Name of owner	No	Capacity
1	2	3	4	5	6	7	8	9	10	11
1	Concrete Mixer									
2	Concrete Vibrator									
3	Lift/ Elevator with diesel engine									
4	5 HP Pump Diesel									
5	Tipper Lorry (10 Ton)									
6	Steel form work									
7	Screed Vibrator									

Describe the fabrication and workshop facilities

- (a) to be set up at site
- (b) to be sub-contracted locally
- (c) to be setup at any other place with relevant details.

CONTRACTOR

23..... ENGINEER

SCHEDULE : E

CONTRACT:

COMPANY / INDIVIDUAL.

Experience : Geographical (to be given separately
for each partner of joint venture /
consortium / individual)

CONTRACTOR

24..... ENGINEER

SCHEDULE : E (Contd)

Experience

Contract.	Experience in Relevant Projects completed		Company (To be given separately for each partner of joint venture /consortium)		
	Name, Location & type of contract	Name of Engineer responsible for supervision	Contract price & date (Rs. in lakhs)	% of participation of company in project	Has contract satisfactorily completed including time provision?
Name of Employer					

Please fill information about the relevant projects completed over the last six years.

CONTRACTOR

25..... ENGINEER

SCHEDULE : E (Contd

CONTRACT

COMPANY

Experience: ALL PROJECTS IN PROGRESS (To be given separately for each partner of Joint Venture / Consortium)

Give information about all projects in progress including those where the company has received a letter of intent although contract has not yet been awarded							
Employer	Engineer responsible for supervision	Location & description of the work	% of participation of company in the project.	Value of contract	Value of completed & certified	% of practical completion	Scheduled Date of Completion
1	2	3	4	5	6	7	8

CONTRACTOR

26..... ENGINEER

SCHEDULE -F

CONTRACT

ADDITIONAL INFORMATION

(The applicant can add here any further information relevant to the valuation of their Pre- qualification bid)

CONTRACTOR

27..... ENGINEER

(In separate cover along with the Signed Schedule)

QUOTED RATE OF THE CONTRACTOR

I/We..... agree to undertake the work at **Estimate rate / ...**
..... **(H.E. the % in words and figures) below estimate rate**
.....**(H.E. the % in words and figures) above estimate rate** less cost of departmental materials and hire charges of departmental tools and plants specified to be supplied or issued and recovered at the rates given in the conditions enclosed.

I/We also agree that the tender excess / reduction may be applied on an amount calculated after deducting the cost of all departmental material and hire charges of all departmental tools and plants from the total amount of the work, worked out at the rate given in the schedule with the tender / quotation / notification.

Name and Signature of Contractor

..... **ENGINEER**

- Rate quoted by the Contractor :
- No. of Scorings :
- No. of insertions :
- No. of over writings :
- No. of corrections :

CONTRACTOR

28..... ENGINEER

KERALA LOCAL SELF GOVERNMENT DEPARTMENT

FORM OF TENDER

GWD -84

Name of LSGI

Division

Sub division

Name of work:

Name of tenderer

Address of Tenderer

GOVERNMENT OF KERALA

LOCAL SELF GOVERNMENT DEPARTMENT

No.

Office of the Engineer,
.....
.....
Dated: 20/7/2011
Phone: 2321241.

NOTICE INVITING TENDER

PQ TENDER NO.

The Engineer, LSGD for and on behalf of the Committee / Council of (HE the name of the institution) invites sealed Tenders from the Registered contractors of PWD who have successfully completed at least one similar work costing more than 40% (Forty percentage) of the estimate PAC of the work during the last five years. The opening of the technical bid is fixed at p.m. on the same day of receipt of tender.

1	Name of work	Construction of District.
2	Estimate Amount	Rs. /-
3	EMD	Rs...../-
4	Cost of Tender form	Rs...../-
5	Period of completion months
6	Classification of Contractor	'A' class
7	Issue of tender documents	From /... /.... to /..../.....
8	Last date of receipt of tender	29/08/11 upto 4pm.

Cover containing tender documents should be superscribed PQ. Tender No. and addressed to theEngineer, LSGD Technical bid in triplicate shall be enclosed in one sealed cover and Financial bid shall be in another named and sealed cover. The EMD, cost of tender documents and Preliminary agreement shall be in a separate cover. Tenders are accepted through Registered post. Late tenders will not be accepted. Technical bid will be opened in the presence of tenderer or their authorized representatives who may be present at that time.

CONTRACTOR

30

..... ENGINEER

If the tender date happens to be on a declared holiday the tender process will be done on the next working day at same time and place. The cost of tender forms may be paid as Demand Draft in favour of theEngineer, LSGD and shall be submitted along with the tender and is not refundable under any circumstance. Attested copy of relevant page of Contractor's Registration Card may also be enclosed.

Cheques or any other type of remittance will not be accepted for the cost of tender forms.

Tenders are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.100/- and EMD for Rs. 50,000/- . The EMD shall be paid as Bank draft deposits pledged in favour of theEngineer, LSGD and duly stamped or National savings/Bhadraatha Certificates. In the case of National Savings / Bhadratha Certificate the same should be pledged in favour of theEngineer, LSGD in the prescribed form authenticated by the concerned post master. Tenders without EMD and preliminary agreement will not be considered. Further details can be had from the Office of the theEngineer, LSGD during working hours.

All other existing conditions related to Pre-Qualification. tender of Kerala PWD & LSGD will be applicable in this tender also.

Sd/-
..... ENGINEER
LSGD,,
.....
(For and on behalf of Committte / Council of
.....)

Specification

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 specifications for 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 specification

(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 leveling 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 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 the execution of the work. If, in 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 Head quarters or the P.W.D. District Stores and the charges, for their handling, loading and unloading, and conveyance to and fro 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.

8. Unless otherwise specifically provided for in the contract, the Contractor shall at his own cost keep all portions of the work free from water whether due to springs, soakage, or inclement weather and in a 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 or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities, will be recovered at rate 20 per cent over the actual cost. The orders of the Implementing Officer in the matter shall be final and binding on the Contractor.

10. The Contractor shall be responsible to see that the level or 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. If any such marks are in the opinion of the Implementing Officer found disturbed, removed or destroyed, they will be replaced by the department at the cost of the 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 be 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 Implementing 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 the item and to see that it is written in the workspot order book (which shall be provided by the Implementing Officer and kept in the work by the subordinate in charge) and that this order is initialed and dated by the Contractor and the Officer ordering that particular item of work. For any extra item executed by the Contractor and not so entered in the workspot order book and initialed both by the Contractor and the Departmental Officer ordering such extra item that Contractor shall have no claim for extra payment.

14. Any dispute that may arise between the Implementing Officer and the Contractor the contract shall at the instance of either party be referred to the Chief Engineer, LSGD, whose decision given in writing shall be final, conclusive and binding. The Implementing Officer may at his discretion delegate in writing, to any of his subordinates any of his powers regarding these specifications.

Specifications

Part II Materials.

Part III Work

(As current in the Kerala Public Works Department)

Signature of Tenderer

Date

..... *Engineer*

KERALA LOCAL SELF GOVERNMENT DEPARTMENT

FORM OF TENDER

Name of work

To

The Council of the Corporation/Municipality of

The Committee of the District/Block/Grama Panchayath of

(hereinafter referred to as Government)

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 dated... and specifications and conditions of contract in force in Kerala P. W. D.

2. Copy of the specifications duly signed is also enclosed.

3. I/We further agree to complete the whole work in ... weeks/months from date of receipt of order to start work, and/or in the case of Place 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 of the work included in my/our tender as may be allotted to me/us if the work be not given to me/us.

5. In consideration of I/We being registered as a contractor in the Kerala P. W. D. and invited to tender, I/We agree to keep the tender open for acceptance ... days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government.

A sum of Rs ... is hereby forwarded in cash/treasury chalan/deposit at ... Receipt of a Scheduled bank as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender, which are not acceptable to Government.

OR

If after the tender is accepted, I/We fail to execute the agreement as provided in clause 13 of Tender Notification or to commence the execution of the works 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 government by the re-tender or re-arrangement of the work or otherwise under the provisions of the Revenue Recovery Act or otherwise vide G. O. (P) 245/76/ PW dated 19-01-1 976.

Acc.-(i) Tender Schedule.

(ii) Earnest money Rs. /in

(iii) Signed copy of Specification

(iv) Signed copy of plan

Usual signature of Tenderer

Full Name

Nationality

Place of residence

Date of submission

ANNEXURE
FORM OF AGREEMENT

Preliminary Agreement entered into on this day of Two thousand and between Engineer / Secretary of on behalf of the Council / Committee of the Corporation/Municipality District/Block/Grama Panchayath of of (hereinafter called for the Government) of the one part and Sri..... (H.E.full name and address of the contractor) hereinafter called the contractor of the other part for the execution of the agreement as well as for the execution of the work.

Whereas the Government invited to tenders for the work as stated above (H.E. name of the work) by notification No.Dated in the

AND WHEREAS Para 13 of the Notice inviting tenders stated as follows.

Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tender or shall deposit a sum sufficient to make up to 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 PWD schedule form. If he fails to do this or in the case of PWD contractors fails to maintain a specified rate of progress (to be specified in each case, in the tender schedule by the bidder) the earnest money and security deposit shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from him as arrears of revenue, but should it be a saving to Government, the original contractor shall have no claim whatever to the

CONTRACTOR

..... ENGINEER

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 or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide NOW THERE FORE IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed a copy of which is here to appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supercede those of said tender form.
2. The Contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work
.....
..... (H.E. name of the work) (hereinafter the name of the work) if awarded in favour of the Contractor.)
3. If the Contractor does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above, within the period stipulated then the Government may re-arrange the work other wise or get it done departmentally at the risk and the cost of the contractor and the loss so sustained by the Government can be realized from the Contractor under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary / President / Engineer of the Grama / Block / District Panchayat/ Municipality/Corporation & Executive Engineer of the District Panchayat or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Contractor. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Contractor.
4. The Contractor further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Contractor from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision

of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

5. The Contractor further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Secretary of the
..... (H.E name of the Institution)) in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF Sri (H.E. the name of the officer of the Department)... ..
..... (hereinafter the officer of the Department) for on behalf of the Council/ Committee of the (H.E. the name of the Institution) and Sri (the contractor) have set their hand on the day and year first above written

Signed by Sri..... (Officer / Officers of Local Self Government Department In the presence of witnesses)

1.

2.

Signed and delivered by Sri..... (contractor) in the presence of witnesses:

1.

2.

Special conditions vide GO (P) 84/97/PW & OT dtd 19-08-1997

1. Clause 3 (C) Addition

The Contractor who quotes unjustified low rates will remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily.

- (i) If the quoted rate for a work is below 50% it will be rejected.
- (ii) If the quoted rate is between 25% and 50% below estimate rate, the contractor will remit performance guarantee equal to the difference between the estimate P.A.C. and quoted PAC. This will be released after satisfactory completion of the work

2. Clause 4 Addition

Tenders sealed and endorsed as such with the name of the work clearly written there on should be delivered by Registered Post on or before the last date and time for the receipt of tenders by the undersigned for the works. The department will not be responsible for any postal delay.

3. Clause 10 (A) Addition

The contractor will examine the site conditions and satisfy themselves of the availability of materials at the nearby places, difficulties which may arise during execution etc. before submitting tender for the work.

4. Clause 22 (Substitution)

Execution of agreement for works will be made within prescribed time limit as follows:

- (1) The time allowed for executing agreement without fine will be 20 days (Twenty days) from the date of registration of the communication (Selection Notice) in the post office.
- (2) Further time of 10 days shall be allowed to execute agreement by realizing fine of 1% PAC subject to a minimum of Rs.600 and Maximum of 15,000/- .
- (3) The tender will be rejected if agreement is not executed within 30 days and work will be awarded to the next lowest tenderer as per rules.
- (4) The contractor will take over charge of the site within 10 days after executing agreement and commence the work.

5. Clause 28 (Substitution)

- (i) Cement and steel will not be supplied departmentally. Malabar cement shall preferably be used in this work. In case any other brand of cement is to be used, it shall be got tested & approved by the competent authority.

(ii) All materials proposed to be used by the Contractors should be got approved by the competent authority. Materials supplied for the work shall be tested at periodical intervals as directed by the departmental officers and testing of the materials wherever necessary will be done by the contractor at his cost.

6. Clause 35 (A) Deleted

7. Clause 35 (A) (I) Addition

The responsibility for safe custody of materials at work site and during transit will be vested with the contractor. The concerned overseer in charge of the work will verify the stock and initiate action if any shortage in stock is noticed. Other inspecting officers will also verify the stock during inspection.

8. Clause 42 (Addition)

The contractor will employ Technical Personal to supervise the work as follows:

For Prequalification works up to 3 Crores

- 1) Works Manger – 1 no (Civil Engineering Graduate + 3 years experience)
- 2) Site Engineers -- 2 Nos (Graduate / Diploma Holder + Min 1 Year Experience)
- 3) Skilled Labours – 10 Nos
- 4) Unskilled Labours – 30 Nos

For works costing more than 3 Crores

- 1) Works Manger – 1 no (Civil Engineering Graduate + 5 years experience)
- 2) Site Engineers -- 2 Nos (Graduate + Min 1 Year Experience)
3 Nos (Graduate / Diploma holders- at least 1 should be Mechanical Engg)
- 3) Skilled Labours – 20 Nos
- 2) Unskilled Labours – 60 Nos

9. SPECIAL CONDITION, CLAUSE 49 (A) Addition

To take care of any departmental delays or delay occurring due to unexpected technical problems faced during execution of work a grace period 20% of the original time of completion will be allowed if found necessary to complete the work.

The grace period will not be granted if the extension is necessitated due to the default on the part of the Contractor

For extension of time of completion beyond the grace period fine will be imposed at the following rates.

Period of extension

Rate of Fine

1) First three months

1% of the PAC subject to a

Minimum of Rs. 300/- and Maximum of Rs. 15,000/-

2) For every three months beyond the first 3 months 2% of the PAC subject to a minimum of Rs.600/- and maximum of Rs.30,000/-

3) For extension of time of completion for part of the above period proportionate amount of fine will be levied.

10. TERMINATION OF CONTRACT.

The present system of risk and cost termination will continue.

11. BANK GUARANTEE

Bank guarantee at the rate of 10% of quoted PAC shall be produced at the time of execution of agreement.

12. AMENDEMENT TO FORM NO.83

1. Clause 24 (Substitution) : All disputes and differences arising out of the contracts that may be executed in pursuance of the notification shall be settled only by the civil court in those jurisdiction of the work covered by the contract is situated, or in whose jurisdiction or more than one court.

2. Clause 32 (B) Deleted

3. Clause 3 (C) Deleted

4. Clause 32 (3) Deleted

5. Clause 33(A) Deleted

6. Clause 48 (Substitution): The quantities specified in the schedule may vary and the contractor should be prepared to do excess up to 25% (Twenty Five Percent) of the schedule quantities at his quoted rate of the work.

13. AMENDEMENT UNDER CLAUSE 23(b) IN FORM NO.83

Clause 23(B), in the case of earthwork for foundation footings, drains, trenches, the payment shall be made based on tape measurements. However if the quantities exceed 300 cu m measurements shall be given in levels.

14. CLAUSE 20(a) ADDITIONS

The contractor is bound to carryout sinking of well for an increased depth up to 10meter beyond the estimated design depth and rate for which shall be paid as per schedule of rates and extra item conditions. In case of pile foundations, the same conditions as above shall apply.

15. SPECIAL CONDITION TOWARDS CONSTRUCTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD

1% (One Percent) of the bill amount less cost of departmental materials and hire charges of departmental tools and plant will be recovered towards the contribution of Kerala

16. SPECIAL CONDITIONS (contd....)

1. Land required for the work may not be available in full or different contractors may be working simultaneously in same land. 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 enhanced claims or for compensation due to the non-availability of entire land. He shall also not be eligible for any claims or compensation for the non-completion of the work within the agreed time and for continuing the work in the extended period of agreed time due to the above reasons.

2. In the case of any delay in shifting the Telephone posts, Electric posts, Electric over head line and cables, water lines etc. by the concerned Department. This department shall not in any way be held liable for damages, however a proportionate extension of time of completion of work will be granted in deserving cases on application by the contractor.

17. SPECIAL CONDITIONS

Bills shall be submitted in accordance with the form supplied by the Implementing officer 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 Implementing officer, at the time of payment. This guarantee fund of retention money shall be made in favour of the Implementing officer 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. But the amount so held as retention plus the security deposit of 5 percentage as per clause (1) shall not at any time exceed 10 percent of the contract amount subject to the condition that the maximum amount of total security including earnest money deposit, further security and the retention amount from bills will be limited to Rs.5

Lakhs for works costing upto Rs. 1.00 Crore and 10 lakhs for works costing above Rs.1.00 Crore if the authority executing the agreement is satisfied that the amount so retained shall covers the liabilities of the contractor if any. The retention amount which is held as additional security will be released by the officer competent of making payment of the work to the satisfaction of the Engineer and finally taken over by the Government and shall retain only such amount as he may consider necessary to be recovered as the liabilities if any of the contractor. The maximum period of retaining the security deposit is 2 years from the date of completion of the work. The security amount will be necessary released earlier to this at the direction of the Implementing Officer , 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 rests with the contractor.

18. SPECIAL CONDITONS FOR EARNEST MONEY DEPOSIT.

1. Cash if enclosed with the tender will not be accepted.
2. Bank Draft / Deposit produced towards E.M.D. should be pledged in favour of the Implementing Officer and duly stamped.
3. In the case of National savings Certificate, the same should be pledged in favour of the Implementing Officer in the prescribed form duly authenticated by the concerned post master.
4. Bhadrada Certificate shall also be pledged in favour of Implementing Officer before submitting the tenders.
5. Tenders not confirming to the above will not be accepted.

19. SPECIAL CONDITION FOR P.Q. WORKS

1. Bank Guarantee at the rate of 10 % of P.A.C. should be given at the time of executing agreement for the work.
2. The tenderer shall further be requested that the earnest money should be pledged in favour of the (Name of Implementing Officer) and enclosed in the financial bid, but in a separate sealed envelope superscribed therein Earnest Money Deposit for the work of

20. SPECIAL CONDITIONS FOR KVAT AS PER THE KERALA FINANCE ACT 2008

In case of Civil works awarded by Government of Kerala, deduct KVAT amounting to 4% of the gross amount of bill payable for the contractors every time.

The VAT amount will be retained by the concerned PWD officers when the bill for the work is passed for payment and the amount so retained shall be credited to the sales Tax Department.

21. SPECIAL CONDITIONS FOR PURCHASING

In respect of each work, the PWD officers concerned passes the bill, will determine the total cost of purchased items utilized in the work and issue a certificate regarding the above amount to the assessing authority concerned. Six point four eight percentages (6.48%) of the value of the purchasable items or the rate prescribed by the Sales Tax Department except departmental materials will be retained by the P.W.D. officers when the bill for the work is passed for payment and the amount so retained will be credited to the Sales Tax Department.

In assessing the tax liability, the percentage, will be worked out with reference to the contractors value of the work whether it is 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.

22. AMENDMENT OF CLAUSE 7 OF CONDITIONS OF CONTRACT ATTACHED TO G.W.D. FORM. NO.132 ASPER G.O.(M.S) NO. 2/ 2005 PWD. DATED 7.1.2005

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 Implementing 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 Implementing 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 Implementing Officer to prepare the bill for him that list.

**23. A NEW CLAUSE IN THE SPECIAL CONDITIONS IN GWD FORM NO.83
NOTICE INVITING TENDERS AS CLAUSE – 56**

The tenderer / contractor must clearly understand that the settlement of the claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Division 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 claim for interest or for damages what so ever shall be made for the related settlement of Claims of bills. No such claims shall be admitted by the Government.

DECLARATION

I do hereby distinctly and expressly declare and acknowledge that I have read the conditions as stipulated in the standard forms No. 83 and 84 with the relevant modifications effected under clause 9-13-24 of form. No. 83 and Clause 14 of Form. No. 84 and I do hereby admit that these conditions are binding on me and I shall abide by the terms and conditions as stipulated therein in respect of the work.

I am enclosing preliminary agreement form in stamp paper Rs. 100/-

Date:

CONTRACTOR.

TENDER AND CONTRACTORS CERTIFICATE

I hereby declare that I have persued in detail and examined closely in the Madras Detailed Standard Specification, all Clauses of the standard preliminary specification before I submit the tender and I agree to be bound by and comply with all such specifications except clause 73 and other clauses relating to arbitrations contained therein. The guarantee period of 18 months as per G.O. (MS) No. 98/02/PWD dated 21/11/1992 is noted by me for this work, I have signed the register as below in acknowledgment thereof having examined the MDSS and other documents connected with the contract.

Tenderer of Contractor's

Signature :

Name :

Address :

Date: