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AGREEMENT NO.297 / KIIDC/2021-22 DATED 23/12/2021

CONTRACT AGREEMENT entered into on this 23rd day of December Two Thousand Twenty One between **M/S Prathmesh & K.K Constructions, 81, Tilak Nagar, Aurangabad, Maharashtra -431 005** for and on behalf of the Company (hereinafter called the Company) on the other part for the work " - **Extension of Moolathara Right Bank Canal from Korayar to Varattayar (Civil works)** by the former as per accompanying agreement, accepted tender with conditions of EPC Tender Document with specifications approved by **Chief Executive Officer, M/s Kerala Irrigation Infrastructure Development Corporation Ltd., PARVATHY, T.C. 84/3 (Old 36/1), NH66 Service Road, Enjakkal Jn, Chakai P.O., Thiruvananthapuram - 695 024.**, and as per directions of Government order Vide (Rt)521/2021/WRD dated 07/10/2021 forms part of this agreement. The EPC tender document by incorporating modifications made vide G.O (Rt)521/2021/WRD dated 07/10/2021 forms part of this Agreement as Annexure I.

PRATHMESH & K. K. (J.V.)


Authorized Signatory



Chief Executive Officer
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Thiruvananthapuram - 695024

GL No. 28 Value Rs. 25000/-
Issued to

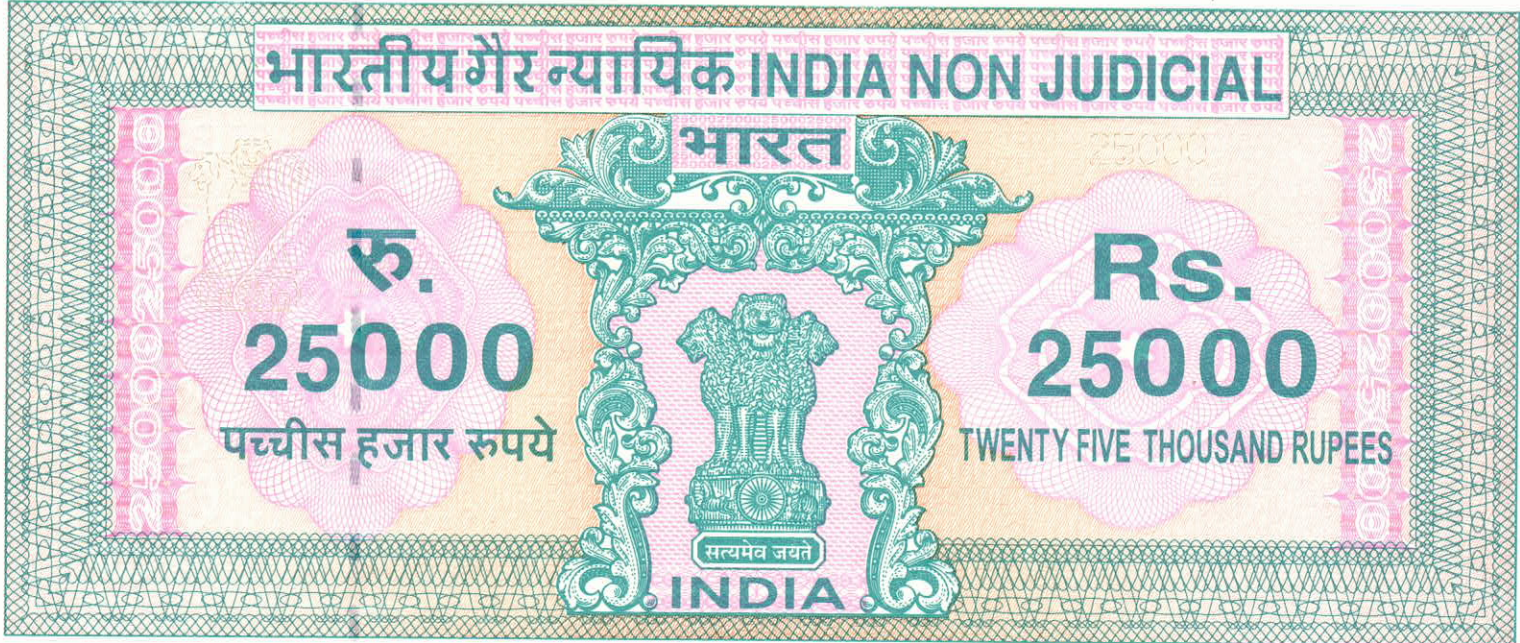
PRATHMESH & K.K Constructions, Aurangabad

PRATHMESH & K. K. (J.V.)


Authorized Signatory

Jagadev
EX. OFFICER, VENDOR





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Signed and delivered by the above mentioned **M/S Prathmesh & K.K Constructions, 81, Tilak Nagar, Aurangabad, Maharashtra,-431005 Contractor PRATHMESH & K. K. (J.V.)**

In the presence of:-


Authorized Signatory

1.

2.

PRATHMESH & K. K. (J.V.)


Authorized Signatory



Chief Executive Officer
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Thiruvananthapuram - 695024

GL No. 29 Value Rs. 25000/-

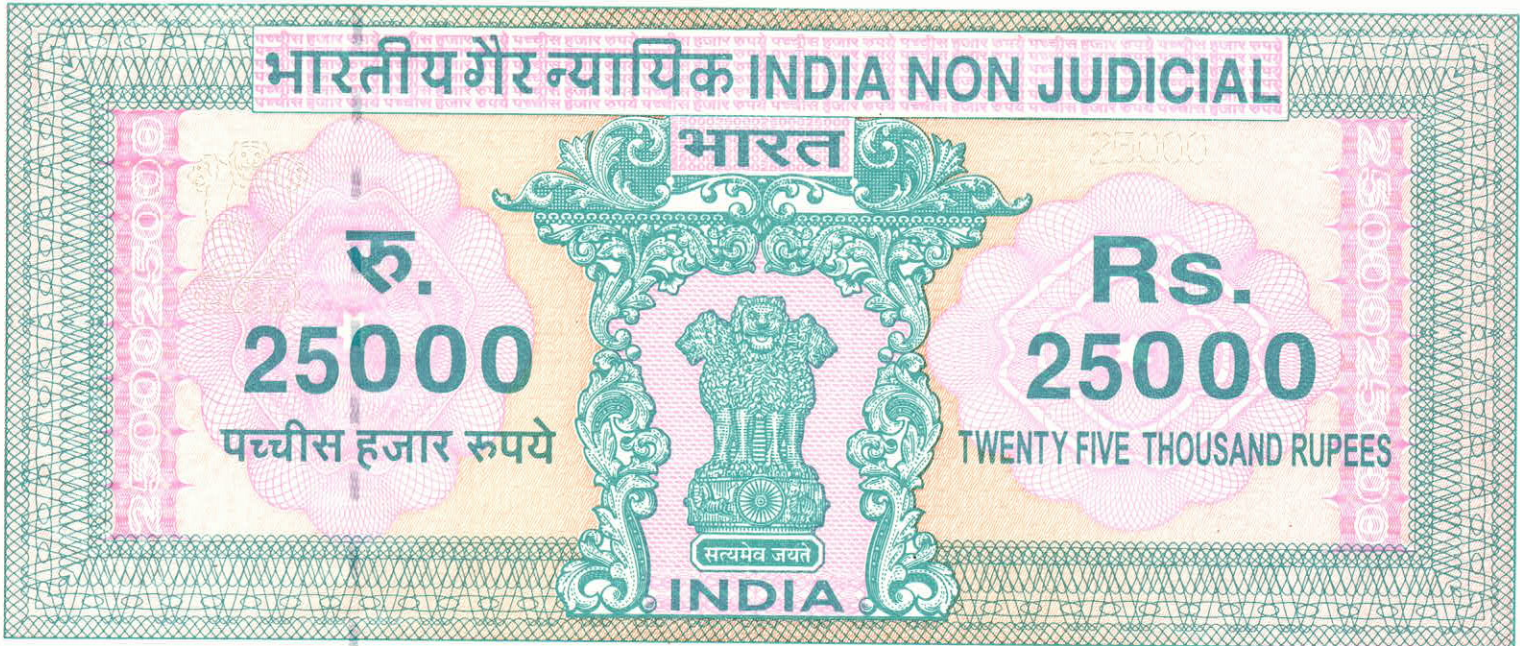
Issued to PRATHMESH & K. K. Constructions, Aurangabad

PRATHMESH & K. K. (J.V.)


Authorized Signatory


EX. OFFICE VENDOR





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Signed and delivered by Chief Executive Officer, Kerala Irrigation Infrastructure Development Corporation Limited, PARVATHY, T.C. 84/3 (Old 36/1), NH66 Service Road, Enjakkal Jn, Chakai P O, Thiruvananthapuram – 695024, for and on behalf of the Company.

Chief Executive Officer,
Kerala Irrigation Infrastructure Development
Corporation Limited
(for and on behalf of the Company)

In the presence of:-

Chief Executive Officer
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Thiruvananthapuram - 695024

1.

2.

GL No. 30 21-22 Value Rs. 25000/-

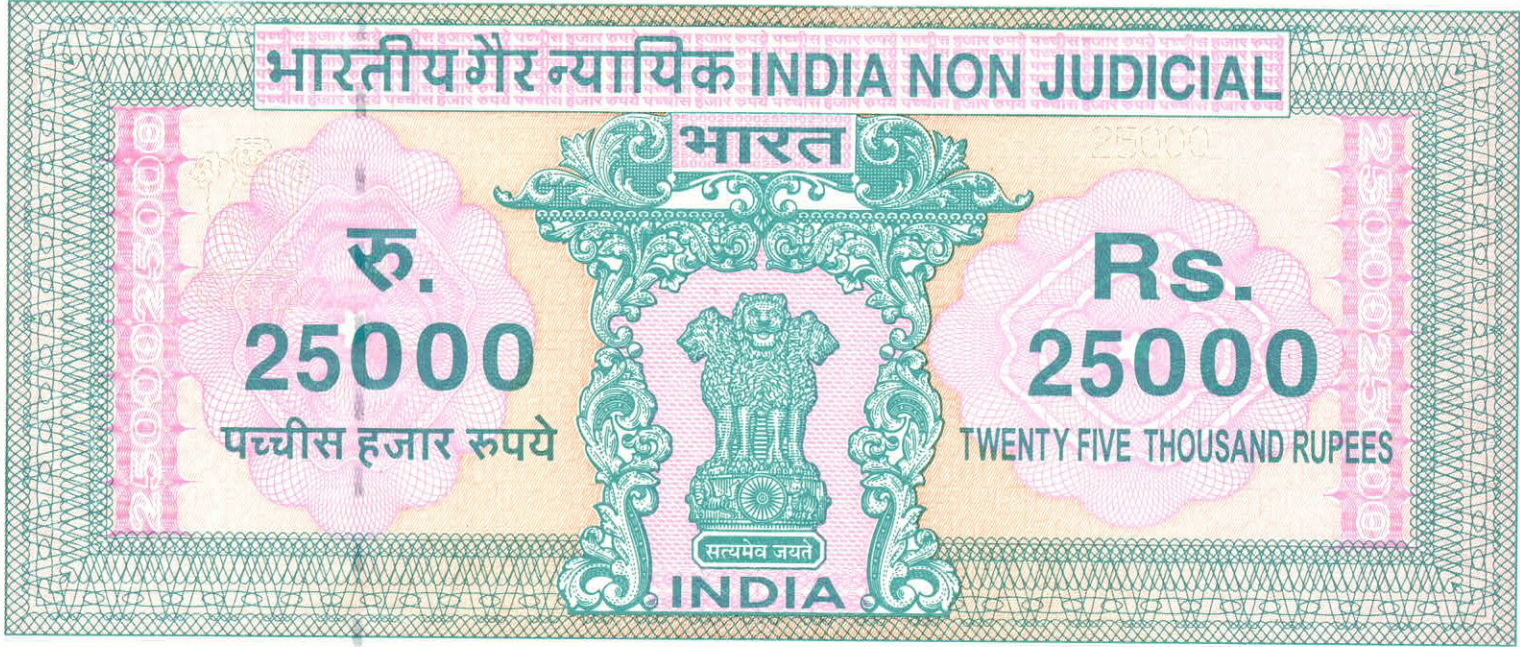
Issued to PRATHMESH & K.K. Constructors Bangalore

PRATHMESH & K. K. (J.V.)

Authorized Signatory

CHIEF EXECUTIVE OFFICER





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MEMORANDUM OF WORK TENDERED

Name of work	Extension of Moolathara Right Bank Canal from Korayar to Varattayar (Civil works)
Estimate P.A.C	Rs.158,50,00,000/-
Contract P.A.C	Rs.174,34,95000/-
Date of starting	The work should be started within 10 days after executing agreement
Date of completion	30 (Thirty) months from the date of handing over the site
Performance Guarantee	Treasury Savings Bank Receipt No.JL 1242911 dated 21.12.2021 for Rs.26,153,000/- for 90 months and 28 days. Bank Guarantee No IBG120864 dated 18/12/2021 for Rs.2,61,52,425/- with expiry date 17/12/2026

PRATHMESH & K. K. (J.V.)

[Signature]
Authorized Signatory
Contractor

[Signature]

Chief Executive Officer
KIIDC Limited

Chief Executive Officer
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Thiruvananthapuram - 695024

GL No. 31 - 21-22 Value Rs. 25000/-

Issued to PRATHMESH & K K Surodheertham, Aurangabad.

[Signature]
EX. OFFICER VENDOR



Payment Schedule


Sl No	Brief Description of item with specifications	Unit	Percentage
1	Conducting topographical survey, conducting soil investigation, design and preparation of drawings		2.5%
2	construction/ laying pipe line through the acquired land and keeping the approved hydraulic particulars (+175.221m at Ch.0.000m to +170.05m at Ch. 6430m), adopting the latest technologies in an economical as well as practically viable way to suit the topography of the area , approval of design from the competent Authority, and implementing the project within a period of 30 months, testing and commissioning of the project, etc. complete from Korayar to Varattayar. (Extension of Moolathara Right Bank canal for a length of 6430km). The project should be completed in all aspects, within a period of 30 months, including the construction of different hydraulic structures such as conduit, aqueduct, siphon, tunnel etc. to suit the topography of the area and to feed the entire ayacut area of the scheme, including the protective measures to river banks considering the erosion in the river, sedimentation and siltation, abutment of piers of aqueducts, hydraulic structures such as inspection chamber, manhole, surplus escape, controlling regulators, control valves to regulate the flow as well as sluices to feed ayacut area etc. (the contractor shall submit the mode,material and technology in the technical bid).	6430m	76.3%
3	Design, Preparing drawings and Providing Lift Irrigation Schemeto the highest elevated area excluding rock outcrop area where cultivation is not possible including constructing sump at the suitable place, near the entrance area of Tunnel, Pump House, Cistern/Overhead tank at the Highest elevated area, design and installing motor and pump set, including taking into the consideration of the feasibility of conventional/natural source of Energy, delivery line from pump set to overhead tank (approximate	1 unit	4.6%

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	length of 1500m), suction pipe line, distribution line, installation of transformer, if found necessary, electrical works, sanction from competent authorities such as Electrical Inspectorate etc.complete. The project should be inclusive of all aspects of works related to testing and commissioning of lift irrigation scheme, including provision for taking delivery of water at		
4	Repairing and Renovating the existing MRBC from beginning to the end (approximate length of 7000m in total length of 12645m, wherever necessary) so as prevent the seepage of water from the canal, including re-construction of 91 Sluices, providing M S shutters and screw gear arrangement etc.complete including cost and conveyance of materials, labour charges etc. complete.The EPC Contractor should clearly mention the mode,material and technology that is going to be adopted for repairing/ renovating the existing canal in the technical bid . The work should be completed in such a way that the water distribution through the existing canal should not be disturbed, during the water distribution period.	1 unit	8.6%
5	Improving 14 Nos of Public ponds , within the project area, by removing silt and deepening of an average of 1 to 1.5m of the pond and protecting the banks so as to enhance the capacity of tanks, providing feeder channel, pipe line with control valves etc to the tanks from main canal, if possible, etc. complete. (The contractor shall submit the mode, material and technology in the technical bid)	14 nos	8%

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3	Repairing and Renovating the existing MRBC from beginning to the end (approximate length of 7000m in total length of 12645m, wherever necessary) so as prevent the seepage of water from the canal, including re-construction of 91 Sluices, providing M S shutters and screw gear arrangement etc. complete including cost and conveyance of materials, labour charges etc. complete. The work should be completed in such a way that the water distribution through the existing canal should not be disturbed, during the water distribution period.	1 unit	Rs.15,00,00,000/-	Fifteen crores only
4	Improving 14 Nos of Public ponds , within the project area, by removing silt and deepening the pond and protecting the banks so as to enhance the capacity of tanks, providing feeder channel, pipe line with control valves etc to the tanks from main canal, if possible etc. complete	14 nos	Rs. 14,00,00,000/-	Thirteen crores only

The Managing Director, Kerala Irrigation Infrastructure Development Corporation Limited (KIIDC), reserves the right to approve / reject the above quoted rates.

The Bidder shall accept the unit rates as per the following order of priority.

As per prevailing Market rate analysis.

The bidders need to submit a detailed quantity and unit costs for all the items involved in the project as a support document for the lump sum price quoted by them. The rate structure will be reviewed and approved by the Employer / Employer's Representative (Refer to Clause 11. Iii, SECTION I: INSTRUCTIONS TO TENDERERS of Volume -1). The approved unit rates will form the basis for payments for addition or reduction in scope of works.

Dated this 03rd day of March 2021

PRATHMESH & K. K. (J.V.)

Signature..... **Authorized Signatory** In the capacity of **Mr. RAHUL K MURALIDHARAN**

Duly authorized to sign tenders for and on behalf of **PRATHMESH & K. K. (JV)**

Address: 81, Tilak Nagar, Aurangabad, Maharashtra – 431005

Occupation: Partner of M/s K. K. CONSTRUCTIONS

PRATHMESH & K. K. (J.V.)

Authorized Signatory

PRATHMESH & K. K. (J.V.)



GOVERNMENT OF KERALA

Abstract

Water Resources Department- Inter State Water Cell-"KIIFB-Extension of Moolathara Right Bank Canal from Korayar to Varattayar"(Civil Works) -EPC Tender document submitted by Kerala Irrigation Infrastructure Development Corporation Limited (KIIDC) -Approved-Orders issued.

WATER RESOURCES(INTER STATE WATER CELL)DEPARTMENT

G.O.(Rt)No.521/2021/WRD Dated,Thiruvananthapuram, 07/10/2021

Read 1 GO(Rt)No.610/2019/WRD dated 27.08.2019.

2 GO(Rt)No.42/2020/WRD dated 14.01.2020.

3 Letter No:KIIDC/809/2020-PC-5 dated 30.06.2021 from the Managing Director, Kerala Irrigation Infrastructure Development Corporation Limited(KIIDC).

4 Letter No:NIC/KLSC/ASG1/eProc/09/21/952 dated 06.09.2021 from the Scientist F, National Informatics Centre, Kerala State Centre.

ORDER

As per Government Order read 1st paper above in Principle Sanction was accorded to the Project "KIIFB-KIIDC -Extension of Chittoor- Moolathara Right Bank Canal from Korayar to Varattayar" for an estimated amount of ₹262.10 Crores (Rupees Two Hundred Sixty Two Crores and Ten Lakh Only) with Kerala Irrigation Infrastructure Development Corporation Limited (KIIDC) as the Special Purpose Vehicle (SPV) for implementing the Project.

2. As per the Government order read 2nd paper above, Administrative Sanction was accorded for an amount of ₹ 262.10

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Crores for implementing the project "KIIFB-KI IDC- Extension of Moolathara Right Bank Canal from Korayar to Varattayar"(Civil Works) in EPC (Engineering, Procurement & Construction) mode.

3. The Managing Director, Kerala Irrigation Infrastructure Development Corporation Limited (KI IDC) as per the Letter read 3rd paper above has reported that the project was first tendered by EPC mode on 14-08-2020. Since, EPC option was not available in e-tenders kerala portal, the tender was published in KI IDC website and Notice Inviting Tender was published in National and Local dailies. Two bidders quoted for the above project. But as per the decision of the bid evaluation committee it was decided to re-tender the work after delinking Micro Irrigation Part as the boundaries of Micro Irrigation area was not fixed. So the above tender was cancelled and re-tendered in EPC mode on 10.02.2021 at an estimate of ₹158.50 Crores.

4. The Managing Director has also reported that after verification of the tender document the KIIFB had directed the KI IDC to get government approval to the EPC document and also ratification for the process adopted by KI IDC in this regard so far. Hence the Managing Director, Kerala Irrigation Infrastructure Development Corporation Limited (KI IDC) has requested Government to ratify the tender proceedings adopted by it so far and to approve the EPC tender document prepared as per the guidelines of KIIFB, relating to the project.

5. The National Informatics Centre (NIC), Kerala State Centre, as per the letter read 4th paper above has informed that the EPC mode had been enabled in Kerala e-tenders portal on 09.05.2021.

6. Government have examined the matter in detail. It is seen that the SPV (KI IDC) had made some deviations from the usual tender

procedures. However, considering the fact that the process of tendering is already over and that the scrutiny is under process, Government are pleased to approve the EPC tender document and the process adopted so far of the work "KIIFB-KIIDC-Extension of Moolathara Right Bank Canal from Korayar to Varattayar"(Civil Works) submitted by Kerala Irrigation Infrastructure Development Corporation Limited (KIIDC), with the following modifications:-


(i) Payment schedule noted in the BID

Under Volume I section I-Payment schedule condition, the relevant provision states that " payment schedule to be approved by EPC committee " is not correct . The payment schedule for the work shall be finalized before NIT and shall be indicated in.Utmost care shall be taken to ensure that the cost of each component is worked out in detail and payment is released based on a work schedule and that too based on the component costs. The SPV shall ensure that no part of any component of work is left unattended during progress of work against the work schedule.(The possibility of easier works getting executed, leaving behind difficult works like tunnelling shall be ruled out , through a proper management of works schedule)

(ii) Extra work/Change in scope/ - No additional payment

Under section 2 Conditions of contract- Extra items ,changes in scope:-

No variations in scope of work, changes in scope and extra items are allowed/permissible or advisable in an EPC contract. However excess/extra item having a minor variation based on any specific site requirement and the demand of engineer in charge which is deemed to be found necessary for the successful completion of


Prathmesh C.K. (J/N)
Authorized Signatory

project, without additional liability, only shall be permitted. Hence the provisions provided in the respective NIT conditions under clause 38.2 to 40.3.2 shall be reviewed.

(iii) Supervising staff - Details

Under Section 2 Condition of contract, the officers designated /entrusted for supervision of the work shall be clearly specified in contract and that officers recording measurement have to ensure that the work is carried out as per the technical specification stipulated as per the contract and to certify at time of bill preparation, which shall be insisted. The SPV shall ensure the above.

(iv) Defect Liability Period -

SPV shall re-look whether the stipulated period of 5 years for the specialized job is to be enhanced, with the concurrence of the lowest bidder(@No additional cost)

7. The General Contractual conditions in EPC submitted shall be modified to the following effect:-

i. Under the heading "**Special Conditions**" Bid security is at variance in two paras, which shall be reconciled in tune with the terms of KIIFB;

ii. There are several instances in the NIT that it is recorded as "Performance Guarantee will be 2.5% of Contract Value", which is contradictory to GO(P) 7/2021/Fin dated 7/1/2021. These shall be corrected in accordance with the Government Order.

iii. Clause (13.9.) Conditions for Performance Security Deposit issued by the Finance Department, shall be followed;

iv. Clause.(27.2.) Delays in Commencement or progress or neglect

of work and forfeiture of earnest money, Security deposit and withheld amounts: - CPWD Conditions shall be adopted;

v. Suspension of works by the Contractor:-CPWD Conditions shall be adopted;

vi.Clause (43.2.)Certificates of Payment :-CPWD Conditions shall be adopted;

vii.Clause (43.2.5.) CPWD Conditions are to be adopted;

viii.Taxes Clause 45.1. shall be replaced as "Goods and Service Tax (GST) will be paid to the contractor as per Circular No 18/2019/Fin dated 01/03/2019";

ix.Clause- (45.4.) Income Tax:In clause (45.4.1.) Current Income tax rates shall be incorporated;

x. For clauses 48.2. ,48.3. and 48.4. CPWD Conditions shall be followed;

xi. Liquidated Damages Clause (49.1.I.) CPWD Conditions shall be followed;

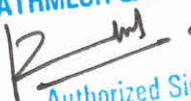
xii.Payment upon Termination: Clause- (57.1.) CPWD Conditions shall be followed.

8. The tender proceedings adopted so far by KIIDC for the work "KIIFB-KIIDC-Extension of Moolathara Right Bank Canal from Korayar to Varattayar"(Civil Works) is hereby ratified subject to the following additional conditions and the same shall be corrected at the time of entering into the agreement:-

(i) The SPV(KIIDC) shall take further action accordingly in consultation with KIIFB.

(ii) The SPV shall ensure that there is no cost over run and time over run costs to GoK in the EPC mode bid.

(iii) The design submitted by the lowest bidder shall be got

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checked by the EPC committee as the bidder has their own design technologies and standards and different type of machineries involved, different use of materials and other components involved in the work, which need a thorough verification. After scrutiny, the design shall be finalized as per procedure.

(iv) The instructions in the Detailed Appraisal Report(DAR) shall be strictly complied with at the time of according the technical sanction for the design.

(By order of the Governor)
Pranabjyoti Nath Ias
Secretary

To:

1. The Managing Director,
Kerala Irrigation Infrastructure Development Corporation
Limited,
Thiruvananthapuram-695024
2. The Chief Executive Officer,
Kerala Infrastructure Investment Fund Board,
Thiruvananthapuram-695001
3. The Chief Engineer, Projects1, Kozhikode
4. The Chief Engineer, ISW, Thiruvananthapuram
5. The Accountant General(Audit/A&E), Kerala,
Thiruvananthapuram
6. The Finance Department{Vide UO No:I&PW-B3/154/2014-FIN
dated 16.08.2021 from Fin(I&PW.B)Dept}
7. Stock File/Office copy

Forwarded /By order

Signed by Rashmi.t
Date: 08-10-2021 14:05:15
Reason: Approved
Section Officer