



GOVERNMENT OF KERALA
(Abstract)

Public Works Department - Modification & adding new clause in the PWD Manual
- Specialised works and Turnkey projects - Proposal accepted - Orders issued.

PUBLIC WORKS (H) DEPARTMENT

G.O.(MS) No. 65/2015/PWD

Dated, Thiruvananthapuram 24.07.2015.

- Read:- 1) G.O.(P) No.13/12/PWD dt: 01.02.2012.
2) Letter No.CE/BL/GC/Manual/2014 dt: 27.05.2015 and 02.06.2015
from Chief Engineer (Buildings).
3) Letter No.CE/PLA/Admn/1014/05 dt: 17.06.15 from Chief Engineer (Admn).

ORDER

As per the Government Order read above, Government revised the Kerala PWD Manual. As per the letter read as 1st paper above, the Chief Engineer has pointed out that Public Works Department - Buildings Wing is carrying out major projects with all modern infrastructure facilities. These infrastructure facilities demands speedy and quality execution of works which inturn necessitates highly capable and internationally reputed/ companies specialised in the field of turnkey construction.

Considering the urgency of this work, the work has to be carried out as a turnkey project by which major firms can be invited for the bidding process.

As per section 2001 Bids (Tenders) and Arrangement of Contracts of the Revised PWD Manual, the following modes of execution of works are given.

- i. Departmentally
- ii. Piece work contract
- iii. Item rate contract
- iv. Lumpsum contract
- v. Percentage rate contract

As per clause 2002 (Tender procedure), the bids (tenders) are open to all contractors registered in PWD or recognized organizations, under State Government or Government of India irrespective of registration status and who fulfil the qualification criteria in the bid document in respect of post qualification or pre-qualification tenders as per provision in the bidding document. The above mentioned clauses do not cater for execution of works through turnkey projects.

Hence, the Chief Engineer has proposed to add in the clause 2001, additional item as "Turnkey Projects" as shown below:

vi) Turnkey Projects:- This type of contract can be adopted for major and prestigious projects costing more than Rs.50 crore. The work can be tendered either including architectural and structural design or construction works only based on previously approved architectural and structural designs prepared by the department. Project specific bidding document shall be prepared. Nature, scope, requirements, specifications, quality standards, payment details, special terms and conditions etc. shall be clearly spelt out in the bidding document so that there is no room for any litigation in future.

It is also suggested to add the following as third paragraph to clause 2002.1.1 (Tender procedure) in the revised PWD Manual.

"However, for projects to be taken up as turnkey projects, established and experienced firms which satisfy the conditions specified in the bidding document can participate in the bidding process even though they do not have a valid registration in the State Public Works Department".

The Chief Engineer has also forwarded another proposal to add a new clause 2018 to 2018.3.3, regarding the specialised works. It is suggested to prescribe a procedure in case specialised nature works are to be taken up separately as the Revised PWD Manual 2012 does not cater for execution of specialised works through agencies with special expertise. Hence under Section 2000, a new clause is to be added as below:

2018. Specialised works

Specialised works are those which require specialised techniques, materials and skilled manpower for proper completion. There are specialised agencies available in the market to execute such kind of works. These works are listed by the department and are updated periodically. In case specialised nature works alone are to be taken up after completion of other civil works in a building, the works shall be got executed through these agencies. These agencies shall directly be entrusted with all other works of specialised nature which are to be taken up separately.

However, in the case of an original work, repair or maintenance where the specialised nature works are to be done along with other civil works, the practice of entrusting the work with a normal civil contractor shall be followed. This is essential to avoid a situation wherein two agencies have to work at the same site simultaneously resulting incompleteness and delay in execution.

2018.1 List of specialised works

The list of specialised civil works is appended as Annexure-1

2018.2 Project preparation and Sanctioning

The procedure for project preparation and sanctioning shall be as specified for works undertaken by PWD detailed in the relevant section.

2018.3 Bidding of works

2018.3.1 Bidding for specialised works

The tenders for such works shall be invited from recognized agencies or firms who are specialised in such works and possess relevant ISO certifications. The NIT (Notice Inviting Tender) shall clearly specify the scope, nature and requirement of the works and eligibility criteria to quote for such works. The agencies shall submit their offer in two covers. The first cover shall contain the documents to prove qualification and the second cover the price. The cover to prove qualification (Request for Qualification - RFQ) shall be opened first and agencies qualifying the eligibility criteria shall be shortlisted. The price bid (Request for Price -RFP) of only the shortlisted agencies will be opened and work will be awarded following the normal procedure in the department.

2018.3.2 Works involving specialised works along with other civil works.

In a tender where there are components of such specialised nature of works, there should be a stipulation in the NIT that such works should be got executed only through agencies specialized in these fields. For this purpose, the NIT should list out the names of such specialized agencies that are acceptable to the Department, and/or stipulate the conditions for acceptable agencies. The main contractor/bidder shall indicate the name(s) of his associated specialized agencies from the above list, or those fulfilling the above conditions while submitting the bids for the main work. The procedure for inviting tenders and tender approval shall be the same as for other works executed by the department.

2018.3.3 Guarantee Bonds

In the case of specialized jobs exceeding Rs.15 lakh, Guarantee Bonds are required to be executed by the selected specialized firms after the completion of works for a specified period as decided by the tendering authority and as specified in the bidding document. A sample Guarantee Bond for termite-proof/water and leak-proof work is given in Annexure-2 as a general guideline. This shall be taken as a guideline for works of other nature. In the case of works exceeding Rs.15 lakh, which has a main civil contractor, the guarantee Bonds for specialized works shall be executed by the main contractor based on the guarantee given by the approved specialised firm/company for the specified number of years as specified in the bidding/contract document. The final payment for specialized work shall be released after the satisfactory submission of valid guarantee bond as specified.

As per the letter read as 2nd above, the Chief Engineer (Admn) has reported that the Chief Engineer's Committee held on 09.06.2015 decided to recommend the proposals.

Government have examined the proposals in detail and are pleased to issue orders for the above modifications and add new clause in the revised PWD Manual as proposed by the Chief Engineer (Buildings).

By Order of the Governor,
A P M MOHAMMED HANISH
Secretary to Govt.

To

✓ All Chief Engineers of PWD *REB*

All Superintending Engineers of PWD (Through CE)

All Executive Engineers of PWD (Through CE)

The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram

The Managing Director, RBDCK, Preethi Buildings, Palarivattom, Kochi

The Managing Director, Kerala State Construction Corporation Ltd.,

30/1521 A, Bay Under the Bridge, Northern side of Railway, Ponnurunny,
Vytila - 682 019.

The Chief Operating Officer, Kerala Road Fund Board, Mayoaram,

Belhaven Garden, Kowdiar, Thiruvananthapuram.

~~Local Self Govt. Department~~

~~Water Resources Department~~

~~Public Works Department~~

Fisheries and Ports Department

Information & Public Relations Department,

SF/OC

Forwarded /By order

Chambers
Section Officer

MD

Annexure-1
List of specialized items/ jobs for civil works

- 1) *Anti-termite chemical treatment*
- 2) *Water proofing treatment work*
- 3) *Steel work in steel bridge work, space frames for long span structures, steel towers*
- 4) *Special foundations including all types of piles*
- 5) *Fibrous plaster ceiling.*
- 6) *Acoustic treatment and other decorative items such as glass ceiling.*
- 7) *Sinking of tube well.*
- 8) *Guniting, Ready mix concrete.*
- 9) *Special Repairs and rehabilitation works.*
- 10) *Soil investigation and survey work.*
- 11) *Façade cleaning system and Façade cleaning.*
- 12) *Custom made wooden furniture (factory made).*
- 13) *Aluminum composite panel.*
- 14) *Swimming pool.*
- 15) *Fabrication and erection of space frame including covering with lightweight poly carbonate sheet roofing.*
- 16) *Diaphragm walls.*
- 17) *Glass/green house (climate control)/screen house.*
- 18) *Stainless steel cladding and stainless steel railing.*
- 19) *Water treatment plants.*
- 20) *Structural glazing work,*
- 21) *Ashlar stone masonry work.*
- 22) *Stone jali work.*
- 23) *Pre-fabricated structures and portable units such as sentry posts, toilets, temporary office or residential accommodation, etc.*
- 24) *Modular furniture, moulded PVC furniture and kitchen cabinets.*
- 25) *Sensor operated system for flushing.*
- 26) *Plumbing with copper/polypropylene pipes using advanced technology for jointing.*
- 27) *Trenchless pipe works.*
- 28) *Textured finishing work.*
- 29) *Tentage/view cutter works.*
- 30) *Synthetic play area surface for games.*
- 31) *Signages*
- 32) *Stainless steel Water tanks*
- 33) *Bamboo work*
- 34) *Environment Impact Assessment Study and Environment Clearance*
- 35) *Compactors/Optimizers*
- 36) *Wooden flooring*
- 37) *Branded Wooden/Steel Furniture*
- 38) *Semi- Automatic sound proof (50 db) Sliding folding partitions*
- 39) *Retrofitting protection wall such as soil nailing, anchoring etc*

Annexure-2

SAMPLE GUARANTEE BOND for termite-proof/water and leak-proof work.

This agreement made this day oftwo thousand.....between M/s (hereinafter called the Guarantor of the one part) and the..... (on behalf of the Hon. Governer of Kerala hereinafter called the Government of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated made between the Guarantor of the one part and Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract recited, completely termite-proof/water and leak-proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building termite-proof at his cost to the satisfaction of the Engineer-in-charge, and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other Contractor at the Guarantor's cost and risk, and in the later case the decision of the Engineer-in-charge as to the cost recoverable form the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the Obligor and by for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of –

- 1.
- 2.

Signed for and on behalf of THE GOVERNER OF KERALA by in the presence of.

- 1.
- 2.