

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 3050

01-03-2023 - ൽ മറുപടിയ്ക്ക്

വ്യവസ്ഥകൾ പാലിക്കാത്ത കരാറുകാർ

| ചോദ്യം | ഉത്തരം |
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| <p align="center">ഡോ. എൻ. ജയരാജ്</p> | <p align="center">ശ്രീ. പി.എ.മുഹമ്മദ് റിയാസ് (പൊതുമരാമത്ത്-വിനോദസഞ്ചാര വകുപ്പ് മന്ത്രി)</p> |
| <p>(എ) പൊതുമരാമത്ത് പ്രവൃത്തികൾ ടെണ്ടർ എടുത്ത് കരാറിൽ ഏർപ്പെട്ടിട്ടും വകുപ്പിന്റെയും ജനപ്രതിനിധികളുടെയും നിരന്തര ആവശ്യങ്ങൾ അവഗണിച്ച് കാലാവധിക്കുള്ളിൽ പണിപൂർത്തിയാക്കാത്ത കരാറുകാർക്ക് എതിരെ പൊതുമരാമത്ത് വകുപ്പ് സ്വീകരിക്കുന്ന നടപടികൾ അറിയിക്കാമോ;</p> | <p>(എ) കലാവധിക്കുള്ളിൽ പണിപൂർത്തിയാക്കാത്ത കരാറുകാർക്ക് എതിരെ സ്റ്റാൻഡേർഡ് ബിഡിംഗ് ഡോക്യുമെന്റ്, ജനറൽ കണ്ടിഷൻസ് ഓഫ് കോൺട്രാക്ട്, ക്ലോസ് 15 പ്രകാരവും പൊതുമരാമത്ത് വകുപ്പ് മാനുവൽ ക്ലോസ് 2116.2 പ്രകാരവും നടപടി സ്വീകരിക്കുന്നുണ്ട്. പ്രസ്തുത ക്ലോസുകളുടെ വിശദാംശം അനുബന്ധമായി ചേർക്കുന്നു.</p> <p>ദേശീയപാത വിഭാഗത്തിൽ കരാറുകാരന്റെ വീഴ്ചകൊണ്ടുള്ള കാരണത്താൽ സമയപരിധിക്കുള്ളിൽ പ്രവൃത്തി പൂർത്തീകരിക്കാതെ വരുമ്പോൾ MoRTH SBD യിലും, പൊതുമരാമത്ത് വകുപ്പ് മാനുവൽ-ലും പറഞ്ഞിരിക്കുന്ന പിഴ ഈടാക്കിക്കൊണ്ട് പൂർത്തീകരണ കാലാവധി നീട്ടി നൽകാറുണ്ട്. എന്നിട്ടും കരാറുകാരൻ പ്രവൃത്തി പൂർത്തീകരിച്ചില്ലെങ്കിൽ കരാറുകാരന്റെ നഷ്ടോത്തരവാദിത്വത്തിൽ കരാർ terminate ചെയ്യുകയും നീ ടെണ്ടർ നടത്തുവാൻ വേണ്ട നടപടികൾ സ്വീകരിക്കാറുണ്ട്.</p> |
| <p>(ബി) അത്തരം കരാറുകാർക്ക് നിലവിൽ ഏർപ്പെടുത്താവുന്ന പിഴത്തുക സംബന്ധിച്ച നിരക്ക് അറിയിക്കാമോ;</p> | <p>(ബി) സ്റ്റാൻഡേർഡ് ബിഡിംഗ് ഡോക്യുമെന്റ്, ജനറൽ കണ്ടിഷൻസ് ഓഫ് കോൺട്രാക്ട് ക്ലോസ് 15 പ്രകാരവും പൊതുമരാമത്ത് വകുപ്പ് മാനുവൽ ക്ലോസ് 2116.2.1 പ്രകാരവും നിരക്ക് നിഷ്കർഷിച്ചിട്ടുണ്ട്. പ്രസ്തുത ക്ലോസുകളുടെ വിശദാംശം അനുബന്ധമായി ചേർക്കുന്നു.</p> <p>പി.ഡബ്ല്യുഡി മാനുവൽ ക്ലോസ് നം.2112.1 പ്രകാരം താഴെ പറയുന്ന രീതിലാണ് പിഴ ഈടാക്കുന്നത്.</p> <p>First Extension Period - 1% of the PAC subject to a minimum of Rs.1000/- and maximum of Rs. 50,000/-.</p> |

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| | | | Beyond First Extension - 2% of the PAC subject to a minimum of Rs.2000/- and maximum of Rs. 1,00,000/-. |
| (സി) | പുതുക്കിയ നിരക്ക് ലഭിക്കുന്നതിന് മന:പൂർവ്വം പണികൾ താമസിപ്പിക്കുന്ന കരാറുകാർക്ക് എതിരെ എന്തൊക്കെ നടപടികൾ സ്വീകരിക്കാൻ കഴിയുമെന്ന് അറിയിക്കാമോ; | (സി) | പ്രവൃത്തിയുടെ Original Time of Completion 18 മാസത്തിൽ കുറവാണെങ്കിൽ Standard Bidding Document, Instructions to Bidder, Clause 3.3.8 പ്രകാരം കരാർ അവസാനിക്കുന്നതുവരെ, കരാറുകാർക്ക് നിരക്കുകൾ മാറ്റുവാൻ നിലവിൽ സാധ്യമല്ല. പ്രസ്തുത ക്ലോസ് അനുബന്ധമായി ചേർക്കുന്നു. |
| (ഡി) | കരിമ്പട്ടികയിൽ പെടുന്ന കരാറുകാർ മറ്റുപേരുകളിൽ കരാർ എടുക്കുന്ന സാഹചര്യം നേരിടാൻ വകുപ്പ് സ്വീകരിച്ചിട്ടുള്ള നടപടികൾ അറിയിക്കാമോ? | (ഡി) | 14.02.2022 ലെ ജി.ഒ(എം.എസ്) നം. 5/2022/ പി.ഡബ്ല്യൂഡി പ്രകാരം പൊതുമരാമത്ത് വകുപ്പിൽ കരാർ ലൈസൻസിനായി അപേക്ഷിക്കുന്ന അവസരത്തിൽ, തനിക്കു മറ്റു ഏതെങ്കിലും പി.ഡബ്ല്യൂഡി കാറ്റഗറിയിൽ firm / Individual ആയി രജിസ്ട്രേഷൻ ലഭ്യമാക്കിയിട്ടില്ല എന്ന ഒരു extra declaration നിർബന്ധമാക്കിയിട്ടുണ്ട്. പ്രസ്തുത പ്രഖ്യാപനം ലംഘിക്കുന്ന പക്ഷം, കരാറുകാരനെ കരിമ്പട്ടികയിൽ ഉൾപ്പെടുത്തുന്നതാണ്. |

സെക്ഷൻ ഓഫീസർ

Standard Bidding Document, General Conditions of Contract, Clause 3.3.8

The rates and prices quoted by the bidder shall remain firm during the entire period of contract. In the case of Works for which time of completion originally fixed exceeds 18 months, rates and prices quoted by the bidder are subject to price adjustment during the performance of the contract in accordance with the provisions of Clause 4.2 of the General Conditions of Contract.

Standard Bidding Document, General Conditions of Contract, Clause 15 - Liquidated damages (LD)

Clause 15.1

If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value . This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.

Public Works Department Manual Clause 2116.2. - Termination of Contract.

The department can terminate the contract and rearrange the work at the risk and cost of contractor in the following cases.

- (i) If the contractor does not turn up for starting the work with in the specified period to take charge of the site after executing the agreement .
- (ii) If the contractor does not show the proportionate progress during the extended

period of time of completion.

(iii) If the contractor abandons the work after executing a portion with out genuine reason and does not resume or complete it even after specific direction from the Department.

(iv) Fails to make application for extension of time of completion in time.

(v) The licence of the contractor whose work has been terminated shall be cancelled with immediate effect and shall be barred from quoting for another work for a minimum period of five years. Contract licence shall not be renewed in his name or different name of a binamy.

(vi) A Company or person or firm once terminated shall be disqualified from participating in any tender in his name or by using a different name or binamy. There shall also be a fine and forfeiture of deposits.

Public Works Department Manual Clause 2116.2.1 Realisation of loss on account of termination.

An amount equal to 30% of the cost of the remaining works at agreed rates of the terminated contract shall be recovered from the defaulted contractor towards the risk and cost. The contractor shall be directed to remit the risk and cost amount within three months. There is no need to wait till the work is arranged alternatively through another contractor and the total loss sustainable due to the default of the original contractor is assessed. Such loss, if any, shall be realised after completion of the work. If he fails to remit the amount within this period following steps can be adopted for realisation of loss. The amount can be realised from the following .

2. EMD / Security
3. Bill amount / retention if any due to the contract.
4. Any dues from department to the contract.
5. Bank Guarantee / Performance Guarantee or By filing civil suit against the contractor.


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