

15 -ാം കേരള നിയമസഭ

9 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 653

09-08-2023 - ൽ മറുപടിയ്ക്ക്

വൈപ്പിനിലെ മെഗാ ഫുഡ് പാർക്കിന്റെ നിർമ്മാണ പ്രവർത്തനങ്ങൾ

ചോദ്യം	ഉത്തരം
<p align="center">ശ്രീ കെ.എൻ. ഉണ്ണികൃഷ്ണൻ</p>	<p align="center">ശ്രീ പി. രാജീവ് (നിയമം, വ്യവസായം, കയർ വകുപ്പ് മന്ത്രി)</p>
<p>(എ) കെ.എസ്.ഐ.ഡി.സി. നിർമ്മാണ ഏജൻസിയായി 29.12.2018-ൽ കരാറിലേർപ്പെട്ടിട്ടുള്ള വൈപ്പിനിലെ മെഗാ ഫുഡ് പാർക്കിന്റെ (കോൾഡ് സ്റ്റോറേജ്) നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ നിജസ്ഥിതി വിശദമാക്കാമോ;</p>	<p>(എ) കെ.എസ്.ഐ.ഡി.സി, ആലപ്പുഴ ജില്ലയിൽ ചേർത്തല പള്ളിപ്പുറത്തു സ്ഥാപിച്ചിരിക്കുന്ന മെഗാ ഫുഡ് പാർക്കിന്റെ ഭാഗമായി ഒരു പ്രാഥമിക മൽസ്യസംസ്കരണശാലയാണ് പുതു വൈപ്പിനിൽ നിർമ്മിക്കുന്നത്. അതിനായി 60 സെന്റ് ഭൂമി പുതുവൈപ്പിനിൽ കൊച്ചിൻ പോർട്ട് അതോറിറ്റിയിൽ നിന്ന് 30 വർഷത്തെ പാട്ടു വ്യവസ്ഥയിൽ ലഭ്യമാക്കി. പ്രാഥമിക മൽസ്യസംസ്കരണശാല സ്ഥാപിക്കുന്നതിനായി 7.01 കോടി രൂപയ്ക്ക് 29.12.2018-ൽ കരാറിൽ ഏർപ്പെടുകയും 31.01.2019-ൽ നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭിക്കുന്നതിനായി സ്ഥലം കൈമാറുകയും ചെയ്തു. കരാർ പ്രകാരം നിർമ്മാണ പ്രവർത്തനങ്ങൾ 7 മാസത്തിനുള്ളിൽ പൂർത്തിയാക്കേണ്ട തായിരുന്നു. എന്നാൽ സൈറ്റിലേക്കുള്ള വഴിയുടെ നിർമ്മാണം ഉൾപ്പെടെയുള്ള ചില പ്രവർത്തനങ്ങൾ പരിഹരിക്കേണ്ടതു മൂലം നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭ ഘട്ടത്തിൽ വൈകുന്നതിന് കാരണമായിട്ടുണ്ട്. തുടർന്ന് 2020-21 കാലഘട്ടത്തിൽ കോവിഡ്-19 മഹാമാരി, അതിഥി തൊഴിലാളികളുടെ തിരിച്ചു പോക്ക് എന്നിവ പദ്ധതിയുടെ പുരോഗതിയെ പ്രതികൂലമായി ബാധിച്ചു. ഇത് പരിഗണിച്ചു 31.01.2022 വരെ കരാർ കാലാവധി നീട്ടി നൽകുകയുണ്ടായി. നിലവിൽ പദ്ധതിയുടെ നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ 40% ജോലികളും പൂർത്തിയാക്കിയിട്ടുണ്ട്. 3.27 കോടി രൂപ കരാറുകാരന് നൽകിയിട്ടുണ്ട്. തുടർന്ന് പദ്ധതിയുടെ പൂർത്തീകരണത്തിന് ചില ജോലികൾ അധികമായി ആവശ്യമായതിനാൽ ഇവ അനുവദിച്ചു നൽകുന്നതുമായി ബന്ധപ്പെട്ട് പ്രൊപ്പോസൽ സമർപ്പിച്ചപ്പോൾ കരാർ പ്രകാരം ചെയ്യേണ്ട ജോലികൾക്കും, പദ്ധതി പൂർത്തീകരിക്കുന്നതിലെ കാലതാമസത്തിന്റേയും, അസംസ്കൃത വസ്തുക്കൾ,</p>

		<p>ലേബർ എന്നിവയുടെ വില വർദ്ധനയുടെയും അടിസ്ഥാനത്തിൽ കരാറുകാരൻ കൂടുതൽ തുക അനുവദിക്കുന്നതിന് ആവശ്യപ്പെട്ടു. ഇത് അനുവദിക്കാൻ സാധിക്കാത്ത പക്ഷം കരാർ റദ്ദാക്കണമെന്നും കരാറുകാരൻ ആവശ്യപ്പെടുകയുണ്ടായി. കെ.എസ്. ഐ.ഡി-യുടെ പ്രൊജക്ട് ഇംപ്ലിമെന്റേഷൻ കമ്മിറ്റി (പി.ഐ.സി.) ഇത് പരിഗണിച്ചു നിലവിലെ DSR-2018-ലെ നിരക്കിൽ ഇനി പൂർത്തീകരിക്കേണ്ടതും അധികമായി ചെയ്യേണ്ടതുമായ ജോലികളുടെ എസ്റ്റിമേറ്റ് തയ്യാറാക്കുന്നതിനും കരാറുകാരന്റെ പ്രൊപ്പോസലുമായി ഒരു താരതമ്യ റിപ്പോർട്ട് സമർപ്പിക്കാനും നിർദ്ദേശിച്ചു.</p> <p>തുടർന്ന് 01.11.2022-ൽ ചേർന്ന പി.ഐ.സി. മീറ്റിംഗിൽ താരതമ്യ റിപ്പോർട്ട് പരിഗണിച്ചു. നിർമ്മാണ പ്രവർത്തനങ്ങൾ പൂർത്തീകരിക്കാൻ കരാർ പ്രകാരം അനുവദിച്ച തുകയെ അപേക്ഷിച്ച് 27.18% അധിക ബാധ്യത വരുന്നതിനാൽ കരാറുകാരന്റെ അപേക്ഷയിന്മേൽ കരാർ റദ്ദാക്കുന്നതിനും നിലവിൽ ചെയ്ത പ്രവർത്തനങ്ങളുടെ ബിൽ പരിഗണിച്ചു തീർപ്പാക്കുന്നതിനും നിർദ്ദേശിച്ചു. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങൾ 5.52 കോടി രൂപയുടെ എസ്റ്റിമേറ്റ് അനുവദിച്ചു പ്രത്യേകം ടെൻഡർ ക്ഷണിച്ചു നിലവിലെ നിയമങ്ങൾ പ്രകാരം പൂർത്തീകരിക്കുന്നതിനും നിർദ്ദേശിച്ചു. തുടർന്ന് 03.02.2023-ൽ കരാർ റദ്ദാക്കിക്കൊണ്ടുള്ള കത്ത് കരാറുകാരന് നൽകി. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ എസ്റ്റിമേറ്റ് തുക പുനർനിർണ്ണയിച്ചിട്ടുണ്ട്. ആയത് 5.52 കോടി രൂപയാണ്. എസ്റ്റിമേറ്റിന് സാങ്കേതിക അനുമതി ലഭിച്ചതിനു ശേഷം പുതിയ ടെൻഡർ വിളിച്ച് പദ്ധതി പൂർത്തീകരിക്കുന്നതാണ്.</p>
(ബി)	<p>പ്രസ്തുത പ്രവൃത്തി പൂർത്തിയാക്കുന്നതിൽ നേരിടുന്ന കാലതാമസത്തിനുള്ള കാരണം വിശദമാക്കാമോ;</p>	<p>(ബി) കെ.എസ്.ഐ.ഡി.സി, ആലപ്പുഴ ജില്ലയിൽ ചേർത്തല പള്ളിപ്പുറത്തു സ്ഥാപിച്ചിരിക്കുന്ന മെഗാ ഫുഡ് പാർക്കിന്റെ ഭാഗമായി ഒരു പ്രാഥമിക മൽസ്യസംസ്കരണശാലയാണ് പുതു വൈപ്പിനിൽ നിർമ്മിക്കുന്നത്. അതിനായി 60 സെന്റ് ഭൂമി പുതുവൈപ്പിനിൽ കൊച്ചിൻ പോർട്ട് അതോറിറ്റിയിൽ നിന്ന് 30 വർഷത്തെ പാട്ടു വ്യവസ്ഥയിൽ ലഭ്യമാക്കി. പ്രാഥമിക മൽസ്യസംസ്കരണശാല സ്ഥാപിക്കുന്നതിനായി 7.01 കോടി രൂപയ്ക്ക് 29.12.2018-ൽ കരാറിൽ ഏർപ്പെടുകയും 31.01.2019-ൽ നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭിക്കുന്നതിനായി സ്ഥലം കൈമാറുകയും ചെയ്തു. കരാർ പ്രകാരം നിർമ്മാണ</p>

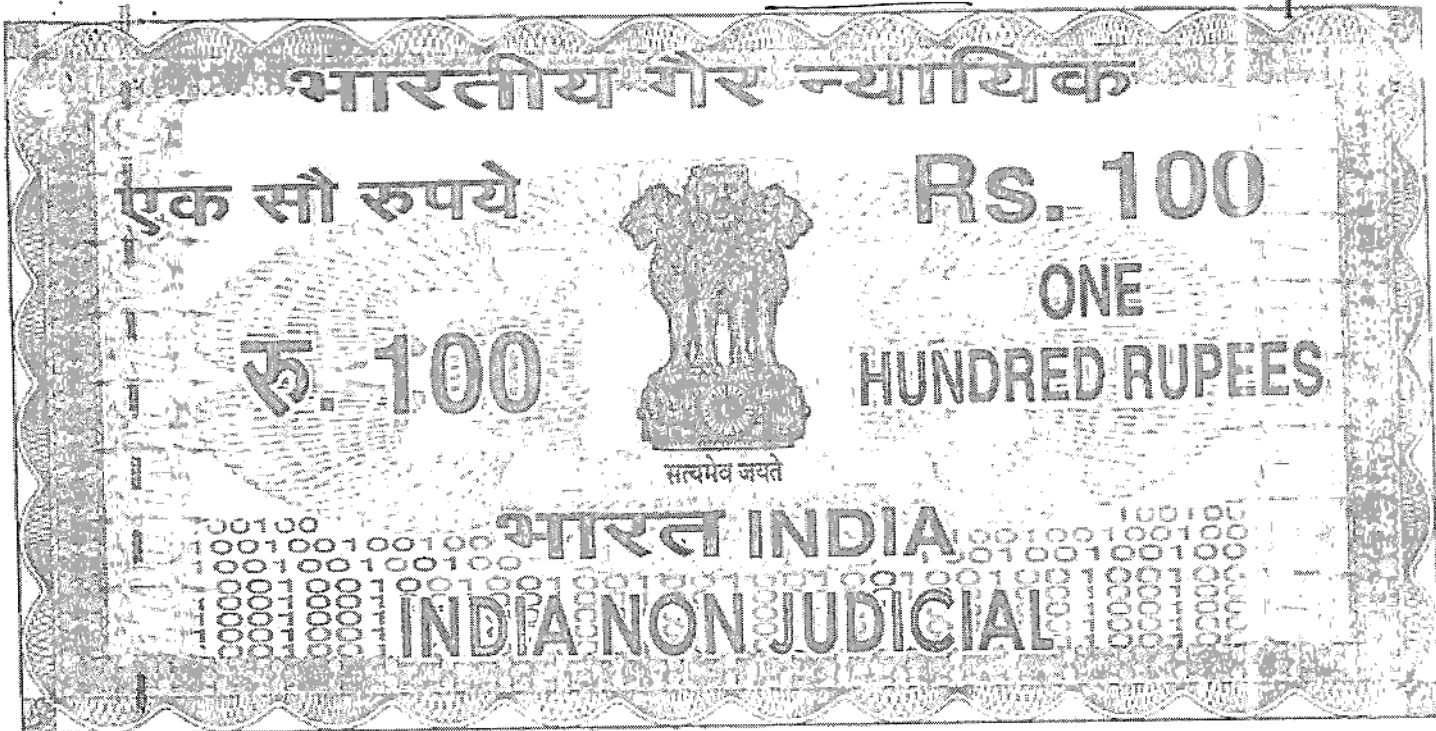
പ്രവർത്തനങ്ങൾ 7 മാസത്തിനുള്ളിൽ പൂർത്തിയാക്കേണ്ട തായിരുന്നു. എന്നാൽ സൈറ്റിലേക്കുള്ള വഴിയുടെ നിർമ്മാണം ഉൾപ്പെടെയുള്ള ചില പ്രവർത്തനങ്ങൾ പരിഹരിക്കേണ്ടതു മൂലം നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭ ഘട്ടത്തിൽ വൈകുന്നതിന് കാരണമായിട്ടുണ്ട്. തുടർന്ന് 2020-21 കാലഘട്ടത്തിൽ കോവിഡ്-19 മഹാമാരി, അതിഥി തൊഴിലാളികളുടെ തിരിച്ചു പോക്ക് എന്നിവ പദ്ധതിയുടെ പുരോഗതിയെ പ്രതികൂലമായി ബാധിച്ചു. ഇത് പരിഗണിച്ചു 31.01.2022 വരെ കരാർ കാലാവധി നീട്ടി നൽകുകയുണ്ടായി. നിലവിൽ പദ്ധതിയുടെ നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ 40% ജോലികളും പൂർത്തിയാക്കിയിട്ടുണ്ട്. 3.27 കോടി രൂപ കരാറുകാരന് നൽകിയിട്ടുണ്ട്. തുടർന്ന് പദ്ധതിയുടെ പൂർത്തീകരണത്തിന് ചില ജോലികൾ അധികമായി ആവശ്യമായതിനാൽ ഇവ അനുവദിച്ചു നൽകുന്നതുമായി ബന്ധപ്പെട്ട് പ്രൊപ്പോസൽ സമർപ്പിച്ചപ്പോൾ കരാർ പ്രകാരം ചെയ്യേണ്ട ജോലികൾക്കും, പദ്ധതി പൂർത്തീകരിക്കുന്നതിലെ കാലതാമസത്തിന്റേയും, അസംസ്കൃത വസ്തുക്കൾ, ലേബർ എന്നിവയുടെ വില വർദ്ധനയുടെയും അടിസ്ഥാനത്തിൽ കരാറുകാരൻ കൂടുതൽ തുക അനുവദിക്കുന്നതിന് ആവശ്യപ്പെട്ടു. ഇത് അനുവദിക്കാൻ സാധിക്കാത്ത പക്ഷം കരാർ റദ്ദാക്കണമെന്നും കരാറുകാരൻ ആവശ്യപ്പെടുകയുണ്ടായി. കെ.എസ്. ഐ.ഡി-യുടെ പ്രൊജക്ട് ഇംപ്ലിമെന്റേഷൻ കമ്മിറ്റി (പി.ഐ.സി.) ഇത് പരിഗണിച്ചു നിലവിലെ DSR-2018-ലെ നിരക്കിൽ ഇനി പൂർത്തീകരിക്കേണ്ടതും അധികമായി ചെയ്യേണ്ടതുമായ ജോലികളുടെ എസ്റ്റിമേറ്റ് തയ്യാറാക്കുന്നതിനും കരാറുകാരന്റെ പ്രൊപ്പോസലുമായി ഒരു താരതമ്യ റിപ്പോർട്ട് സമർപ്പിക്കാനും നിർദ്ദേശിച്ചു.

തുടർന്ന് 01.11.2022-ൽ ചേർന്ന പി.ഐ.സി. മീറ്റിംഗിൽ താരതമ്യ റിപ്പോർട്ട് പരിഗണിച്ചു. നിർമ്മാണ പ്രവർത്തനങ്ങൾ പൂർത്തീകരിക്കാൻ കരാർ പ്രകാരം അനുവദിച്ച തുകയെ അപേക്ഷിച്ച് 27.18% അധിക ബാധ്യത വരുന്നതിനാൽ കരാറുകാരന്റെ അപേക്ഷയിന്മേൽ കരാർ റദ്ദാക്കുന്നതിനും നിലവിൽ ചെയ്ത പ്രവർത്തനങ്ങളുടെ ബിൽ പരിഗണിച്ചു തീർപ്പാക്കുന്നതിനും നിർദ്ദേശിച്ചു. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങൾ 5.52 കോടി രൂപയുടെ എസ്റ്റിമേറ്റ് അനുവദിച്ചു പ്രത്യേകം ടെൻഡർ ക്ഷണിച്ചു നിലവിലെ നിയമങ്ങൾ പ്രകാരം പൂർത്തീകരിക്കുന്നതിനും നിർദ്ദേശിച്ചു. തുടർന്ന്

		<p>03.02.2023-ൽ കരാർ റദ്ദാക്കിക്കൊണ്ടുള്ള കത്ത് കരാറുകാരന് നൽകി. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ എസ്റ്റിമേറ്റ് തുക പുനർനിർണ്ണയിച്ചിട്ടുണ്ട്. ആയത് 5.52 കോടി രൂപയാണ്. എസ്റ്റിമേറ്റിന് സാങ്കേതിക അനുമതി ലഭിച്ചതിനു ശേഷം പുതിയ ടെൻഡർ വിളിച്ച് പദ്ധതി പൂർത്തീകരിക്കുന്നതാണ്.</p>
(സി)	<p>ഇതിന്റെ ഭാഗമായി പുതുവൈപ്പിനിൽ നിർമ്മാണം നിലച്ചിരിക്കുന്ന കെട്ടിടത്തിന്റെ പ്രവൃത്തി പൂർത്തിയാക്കാൻ നടപടി സ്വീകരിച്ചിട്ടുണ്ടോ; എങ്കിൽ സ്വീകരിച്ചിട്ടുള്ള നടപടി വ്യക്തമാക്കാമോ;</p>	<p>(സി) കെ.എസ്.ഐ.ഡി.സി, ആലപ്പുഴ ജില്ലയിൽ ചേർത്തല പള്ളിപ്പുറത്തു സ്ഥാപിച്ചിരിക്കുന്ന മെഗാ ഫുഡ് പാർക്കിന്റെ ഭാഗമായി ഒരു പ്രാഥമിക മൽസ്യസംസ്കരണശാലയാണ് പുതു വൈപ്പിനിൽ നിർമ്മിക്കുന്നത്. അതിനായി 60 സെന്റ് ഭൂമി പുതുവൈപ്പിനിൽ കൊച്ചിൻ പോർട്ട് അതോറിറ്റിയിൽ നിന്ന് 30 വർഷത്തെ പാട്ടു വ്യവസ്ഥയിൽ ലഭ്യമാക്കി. പ്രാഥമിക മൽസ്യസംസ്കരണശാല സ്ഥാപിക്കുന്നതിനായി 7.01 കോടി രൂപയ്ക്ക് 29.12.2018-ൽ കരാറിൽ ഏർപ്പെടുകയും 31.01.2019-ൽ നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭിക്കുന്നതിനായി സ്ഥലം കൈമാറുകയും ചെയ്തു. കരാർ പ്രകാരം നിർമ്മാണ പ്രവർത്തനങ്ങൾ 7 മാസത്തിനുള്ളിൽ പൂർത്തിയാക്കേണ്ട തായിരുന്നു. എന്നാൽ സൈറ്റിലേക്കുള്ള വഴിയുടെ നിർമ്മാണം ഉൾപ്പെടെയുള്ള ചില പ്രവർത്തനങ്ങൾ പരിഹരിക്കേണ്ടതു മൂലം നിർമ്മാണ പ്രവർത്തനങ്ങൾ ആരംഭ ഘട്ടത്തിൽ വൈകുന്നതിന് കാരണമായിട്ടുണ്ട്. തുടർന്ന് 2020-21 കാലഘട്ടത്തിൽ കോവിഡ്-19 മഹാമാരി, അതിഥി തൊഴിലാളികളുടെ തിരിച്ചു പോക്ക് എന്നിവ പദ്ധതിയുടെ പുരോഗതിയെ പ്രതികൂലമായി ബാധിച്ചു. ഇത് പരിഗണിച്ചു 31.01.2022 വരെ കരാർ കാലാവധി നീട്ടി നൽകുകയുണ്ടായി. നിലവിൽ പദ്ധതിയുടെ നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ 40% ജോലികളും പൂർത്തിയാക്കിയിട്ടുണ്ട്. 3.27 കോടി രൂപ കരാറുകാരന് നൽകിയിട്ടുണ്ട്. തുടർന്ന് പദ്ധതിയുടെ പൂർത്തീകരണത്തിന് ചില ജോലികൾ അധികമായി ആവശ്യമായതിനാൽ ഇവ അനുവദിച്ചു നൽകുന്നതുമായി ബന്ധപ്പെട്ട് പ്രൊപ്പോസൽ സമർപ്പിച്ചപ്പോൾ കരാർ പ്രകാരം ചെയ്യേണ്ട ജോലികൾക്കും, പദ്ധതി പൂർത്തീകരിക്കുന്നതിലെ കാലതാമസത്തിന്റേയും, അസംസ്കൃത വസ്തുക്കൾ, ലേബർ എന്നിവയുടെ വില വർദ്ധനയുടെയും അടിസ്ഥാനത്തിൽ കരാറുകാരൻ കൂടുതൽ തുക അനുവദിക്കുന്നതിന് ആവശ്യപ്പെട്ടു. ഇത് അനുവദിക്കാൻ സാധിക്കാത്ത പക്ഷം കരാർ റദ്ദാക്കണമെന്നും കരാറുകാരൻ ആവശ്യപ്പെടുകയുണ്ടായി. കെ.എസ്. ഐ.ഡി-യുടെ</p>

		<p>പ്രൊജക്ട് ഇംപ്ലിമെന്റേഷൻ കമ്മിറ്റി (പി.ഐ.സി.) ഇത് പരിഗണിച്ചു നിലവിലെ DSR-2018-ലെ നിരക്കിൽ ഇനി പൂർത്തീകരിക്കേണ്ടതും അധികമായി ചെയ്യേണ്ടതുമായ ജോലികളുടെ എസ്റ്റിമേറ്റ് തയ്യാറാക്കുന്നതിനും കരാറുകാരന്റെ പ്രൊപ്പോസലുമായി ഒരു താരതമ്യ റിപ്പോർട്ട് സമർപ്പിക്കാനും നിർദ്ദേശിച്ചു.</p> <p>തുടർന്ന് 01.11.2022-ൽ ചേർന്ന പി.ഐ.സി. മീറ്റിംഗിൽ താരതമ്യ റിപ്പോർട്ട് പരിഗണിച്ചു. നിർമ്മാണ പ്രവർത്തനങ്ങൾ പൂർത്തീകരിക്കാൻ കരാർ പ്രകാരം അനുവദിച്ച തുകയെ അപേക്ഷിച്ച് 27.18% അധിക ബാധ്യത വരുന്നതിനാൽ കരാറുകാരന്റെ അപേക്ഷയിന്മേൽ കരാർ റദ്ദാക്കുന്നതിനും നിലവിൽ ചെയ്ത പ്രവർത്തനങ്ങളുടെ ബിൽ പരിഗണിച്ചു തീർപ്പാക്കുന്നതിനും നിർദ്ദേശിച്ചു. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങൾ 5.52 കോടി രൂപയുടെ എസ്റ്റിമേറ്റ് അനുവദിച്ചു പ്രത്യേകം ടെൻഡർ ക്ഷണിച്ചു നിലവിലെ നിയമങ്ങൾ പ്രകാരം പൂർത്തീകരിക്കുന്നതിനും നിർദ്ദേശിച്ചു. തുടർന്ന് 03.02.2023-ൽ കരാർ റദ്ദാക്കിക്കൊണ്ടുള്ള കത്ത് കരാറുകാരന് നൽകി. ബാക്കിയുള്ള നിർമ്മാണ പ്രവർത്തനങ്ങളുടെ എസ്റ്റിമേറ്റ് തുക പുനർനിർണയിച്ചിട്ടുണ്ട്. ആയത് 5.52 കോടി രൂപയാണ്. എസ്റ്റിമേറ്റിന് സാങ്കേതിക അനുമതി ലഭിച്ചതിനു ശേഷം പുതിയ ടെൻഡർ വിളിച്ചു് പദ്ധതി പൂർത്തീകരിക്കുന്നതാണ് .</p>
(ഡി)	<p>പ്രസ്തുത പ്രവൃത്തിയുടെ ഭരണാനുമതിയുടെയും കരാറിന്റെയും പകർപ്പ് ലഭ്യമാക്കാമോ?</p>	<p>(ഡി) കരാറിന്റേയും ഭരണാനുമതിയുടെയും പകർപ്പ് യഥാക്രമം അനുബന്ധം 1 അനുബന്ധം 2 ആയി ചേർക്കുന്നു. പ്രസ്തുത പദ്ധതി മെഗാ ഫുഡ് പാർക്കിന്റെ കോംപ്രിഹെൻസീവ് ഭരണാനുമതിയിലാണ് ഉൾപ്പെട്ടിരിക്കുന്നത്.</p>

സെക്ഷൻ ഓഫീസർ



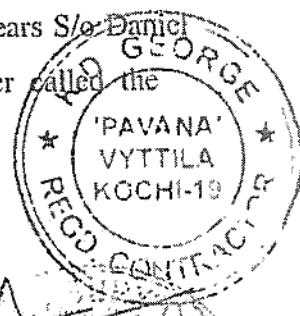
കേരളം കേരल KERALA

CA 275975

AGREEMENT NO.5/KSIDC/MFP/2018-19

This agreement is made on this the 29th day of December 2018 between the **KERALA STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**, (hereinafter called KSIDC) a company registered under the Companies Act, 1956 and having its registered office at Keston Road, Kowdiar P.O, Trivandrum-3, represented by its Assistant General Manager & Chief Executive Officer (Mega Food Park) Shri M.T. Binilkumar aged 48 years, s/o Late M.S. Thankappan, residing at B1, Kailas Apartments, Vadakkekotta, Tripunithura-682301 (which expression shall be deemed to include his successors in office and assignee) of the one part; And

K D George, Represented by its Proprietor Shri K D George, Aged 55 years S/o Daniel George, residing at Pavana, Vyttila - 682019, Ernakulam, hereinafter called the



[Signature]
1st PARTY (KSIDC)

[Signature]
2nd PARTY (CONTRACTOR)

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[Signature]

12/10/18

K D GEORGE
VYTTILA



കേരളം കേരल KERALA

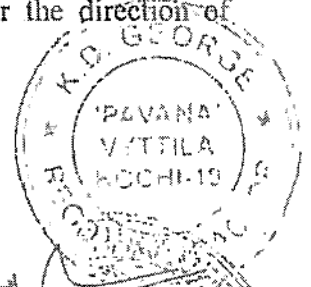
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Contractor which expression shall be deemed to include his legal heirs, executors, administrators, successors in office and assignees as well) of the other part.

WHEREAS, the KSIDC has decided to carry out the work of Design, Construction, Supply, Installation and Commissioning of PPC facility (Preprocessing shed, raw material chill room and flake ice plant including civil, refrigeration and electrical works) at Vypin, Ernakulam District, Kerala for KSIDC- Mega Food Park' in accordance with the "drawings" and "schedule of quantities" as per the direction of KSIDC officials. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and the conditions laid down herein after and in the drawings, the work shall be carried out as per standard I.S, C.P.W.D specifications and under the direction of officer in charge.



1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)

38093

12/10/18

09 OCT 2018

K.D GEORGE

VITTLA

T. P. ...
K. ...

Whereas KSIDC has decided to engage a Contractor for carrying out works relating to Design, Construction, Supply, Installation and Commissioning of PPC facility (Preprocessing shed, raw material chill room and flake ice plant including civil, refrigeration and electrical works) at Vypin, Ernakulam District, Kerala for KSIDC- Mega Food Park' in accordance with the Tender conditions, drawings, and the "schedule of quantities as mentioned in Price Schedule of this agreement" for IGC Cherthala and the Contractor had agreed for the same on mutually agreed terms and conditions for executing the work as per the quoted amount of Rs. 7,01,02,391.51/-(Rupees Seven Crore One Lakh Two Thousand Three Hundred Ninety One and Fifty One Paise Only) exclusive of GST and inclusive of all other taxes/duties/levies against the tendered amount of Rs. 6,47,83,304/-(exclusive of GST).

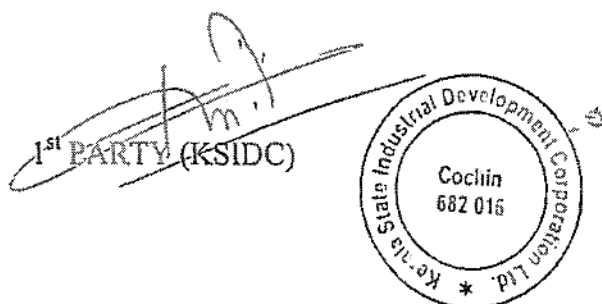
AND WHEREAS all the terms and conditions of Notice Inviting TenderNoKSIDC/MMFP/PPC VYPIN/01/2018-19 Dt 21.07.2018.(Tender ID: 2018_KSIDC_221423_1)and work order Ref: KSIDC/INFRA/37/1286 dated 17.09.2018, related form of Tender Documents, Special Conditions, Schedule, the scope of work explained in the Technical bid, etc. shall be deemed to form part of this Agreement, as if specifically incorporated herein and the same shall be binding on the Contractor.

AND WHEREAS the Contractor shall comply with all general rules and regulations of the civil works.

Now this Main Contract Agreement witnesseth and it is hereby agreed by & between the parties hereto as follows:

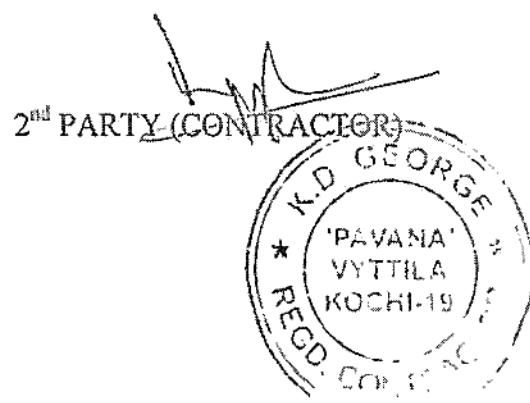
1. The Contract Work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any of the instruction, which may be given by KSIDC during the execution of the work. In case any detailed drawings are necessary, Architect/pmc appointed by KSIDC shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by KSIDC, as case may be prior to

1st PARTY (KSIDC)



Kerala State Industrial Development Corporation Ltd.
Cochin
682 016

2nd PARTY (CONTRACTOR)

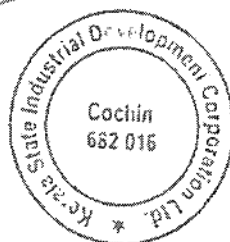



K.D. GEORGE
'PAVANA'
VYTTILA
KOCHI-19
RECD. CONTRACTOR

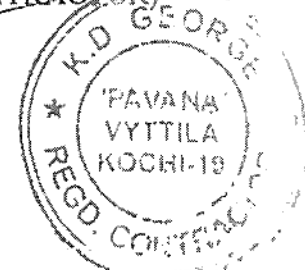
taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least fourteen days ahead from the time when it is required for implementation so that KSIDC may be able to give decision thereon.

2. KSIDC may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as "KSIDC's instructions" in regard to a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work. b) Any discrepancy in the drawings of the schedule of quantities and/or drawings and/ or specification. c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof. d) The demolition removal and /or re-execution of any work executed by the contractor/s e) The dismissal from the work of any persons employed thereupon. f) The opening up for inspection of any work covered up g) The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period.
3. The contractors shall forthwith comply with and duly execute any work comprised in such KSIDC's instruction, provided always that verbal instructions, directions and explanations given to the contractors or his representatives upon the works by KSIDC, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the Price schedule of quantities, shall not be taken up without written permission of KSIDC. Rates of items not mentioned in the price schedule of quantities shall be fixed by KSIDC in consultation with the PMC/Architects/Technical advisor of KSIDC.
4. The works will be paid for as "Measured work" on the basis of actual work done and not as " lumpsum" contract, unless otherwise specified. KSIDC has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no


1st PARTY (KSIDC)




2nd PARTY (CONTRACTOR)

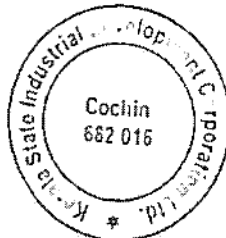


* K.D. GEORGE
PAVANA VYTTILA
KOCHI-19
REGD. CONTRACTOR

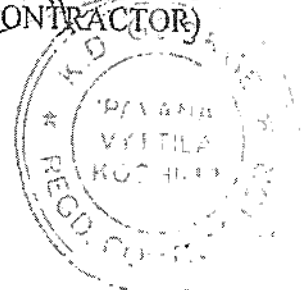
addition, omission or variation shall be made by the contractor without the authorization from KSIDC. No variation shall vitiate the contract. All items of works described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specification and schedule of quantities and no further extra charges will be allowed in this connection.

5. The payment will be exclusive of GST. Any other Tax on materials or on finished works like work's contract tax, Turn-over tax, royalties, cess, duties and other statutory deductions as may be applicable shall be payable by the contractor and KSIDC will not entertain any claim whatsoever in this respect. KSIDC reserves the right to deduct Labour Welfare Fund, TDS any other taxes/duties from the running bills in the absence of clearance certificate from concerned authorities. All sums due to the government under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found insufficient such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as though the same were arrears of land revenue or in any other manner as KSIDC may deem fit. In short, the contractor has to pay all taxes, duties, royalties, cess or any other taxes or local charges, as applicable as per the rules prevailing at the time of signing of this contract.
6. The quantities shown in the Schedule of Quantities are intended to cover the entire new structure indicated in the drawings but KSIDC reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.
7. The total security deposit required from the Contractor is 5% of the Contract value, ie, Rs. 35,05,120/- (Rupees Thirty Five Lakhs Five Thousand One Hundred and Twenty Only) and the Contractor has already deposited Rs.2,00,000/- towards Security Deposit in the form of Earnest Money Deposit. M/s K D George has

1st PARTY (KSIDC)



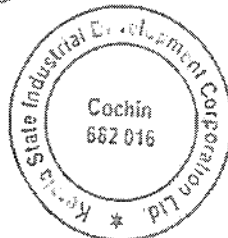
2nd PARTY (CONTRACTOR)



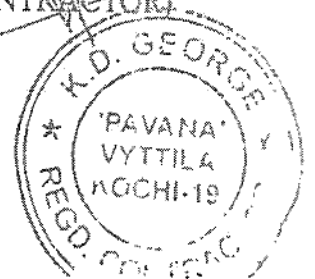
remitted Demand Draft (DD no 956816 Dated 03.12.2018) amounting to Rs. 15,52,560/- (Rupees Fifteen Lakhs Fifty Two Thousand Five Hundred and Sixty only), towards 50% of security deposit after adjusting the EMD of Rs.2,00,000/- already remitted and thereby making the total cash deposit Rs. 17,52,560/- (Rupees Seventeen Lakhs Fifty Two Thousand Five Hundred and Sixty only) which is 50% of the total security deposit. M/s. K D George has also submitted bank guarantee no IPBG06721800020 dated 19.11.2018 amounting to Rs. 17,52,560/- (Rupees Seventeen Lakhs Fifty Two Thousand Five Hundred and Sixty only), towards balance 50% of the security deposit. Hence, the security deposit submitted by the Contractor including Bank Guarantee is 50% of the tendered cost of the work. Apart from the Security Deposit made as above, retention money shall be deducted from progressive running bills @ 2.5% of the gross value of each running bill so that the amount so retained shall be 2.5% of the value of the work done till then.

8. The contractor shall be responsible for the maintenance of the work executed by him for a period of sixty months for the Civil works and twelve months for the machinery and equipment from the certified date of completion of the work by KSIDC and any defects notified to the construction during this period will have to be rectified by the respective contractor at his own cost. If the contractor fails to rectify any such defects within 7 days, when notified, KSIDC shall recover the cost of such rectifications from this amount.
9. The retention amount will be refunded to the contractor along with the final bill and the Security Deposit will be released to the contractor on completion of defect liability period after the completion of their part of work as per the Clauses of contract. No interest is allowed on retention money and security deposit.
10. The Contractors shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantity and specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred

1st PARTY (KSIDC)



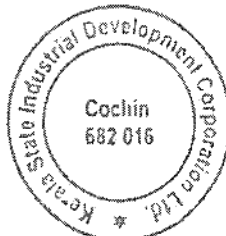
2nd PARTY (CONTRACTOR)



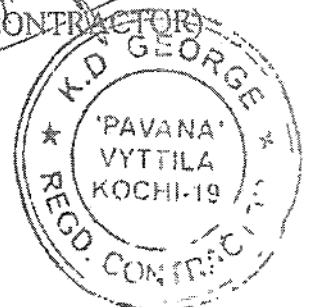
there from and if the contractor find any discrepancies therein he shall immediately and in writing, refer same to KSIDC whose decision shall be final and binding. The contractor shall provide himself for fresh water and electricity for carrying out of the works at his own costs. KSIDC shall on no account be responsible for the expense incurred by the contractor for ground or fresh water obtained from elsewhere.

11. The amount quoted will be inclusive of everything necessary to complete the said items of the work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or material inclusive of all taxes and duties whatsoever except for specific item, if any, stipulated in the tender documents.
12. The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by electricity as well as by daylight required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, street, wall, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of KSIDC. The contractor shall at his own cost and risk make necessary arrangements for obtaining power connection and water supply connection required for the construction activities.
13. The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless otherwise directed by KSIDC.

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)

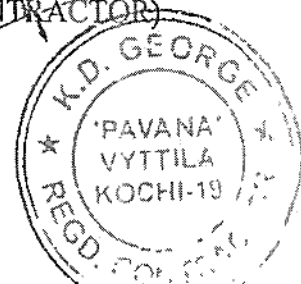


14. **TIME OF COMPLETION:** The entire work is to be completed in all respects within 7(Seven) calendar months including trial run of one month from the date of handing over the site to the Contractor. The work shall be deemed to be commenced within 14 days from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor. The contractors have to prepare a time schedule for the complete works in detail and submit to KSIDC within 10 days from the date of award of work. The work shall not be considered as complete until KSIDC has certified in writing that this has been completed and the Defects Liability period shall commence from the date of completion as mentioned in the certificate.
15. **EXTENSION OF TIME:** If in the opinion of KSIDC the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from KSIDC in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by KSIDC and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades or (f) from other causes which KSIDC may consider being beyond the control of the contractor, KSIDC at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of KSIDC failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.
16. In case of any extension of time, the contractor will be required to execute a supplementary agreement to that effect at his cost.
17. Time shall be the essence of the contract. The contractors' endeavor shall be to prevent any delay and complete the work within the time agreed. Should the work be NOT completed to the satisfaction of KSIDC within the stipulated period, the KSIDC may extend the time on the basis of an application submitted by the


1st PARTY (KSIDC)



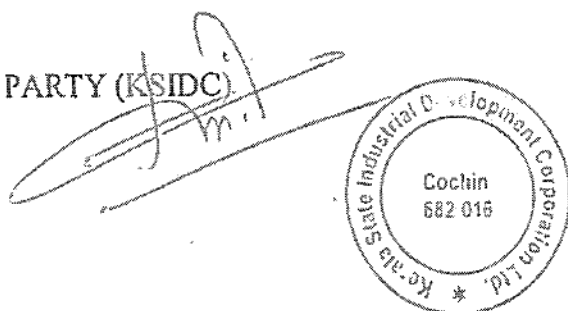

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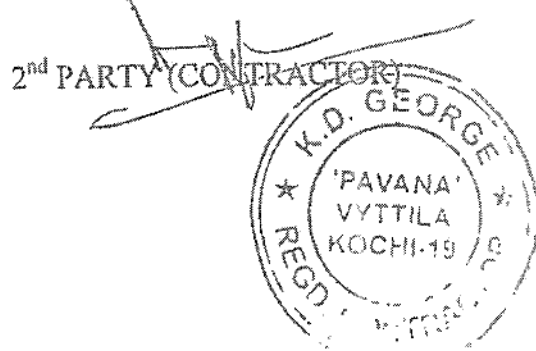
contractor and subject to the payment of a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains incomplete or unfinished after the expiry of the completion date. An amount @ 1.00% of the estimate per week or such amount as fixed by KSIDC shall be charged from the Contractor for the delayed completion of the work.

18. The contractor shall pay to the labours engaged by him wages not less than fair wages as defined in the minimum wages act or any other relevant statute. It shall be the responsibility of the contractor to pay wages, compensation or any other dues if payable and it shall also be his sole responsibility to comply with the relevant statutory provisions and rules applicable to the work. The contractor is liable to pay the compensation to KSIDC for any loss caused to KSIDC due to the non-compliance of any statutory provisions.
19. The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.
20. Contractor shall indemnify KSIDC against any possible damage to the building, roads, labours, or members of the public in course of execution of the work.
21. The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of Sub- contractors and remove same on completion.
22. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon the satisfaction of KSIDC.
23. All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)

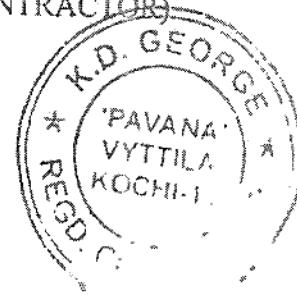


24. Any authorized representative of KSIDC shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to KSIDC or their representatives necessary for inspection and examination and test of materials and workmanship. Except the representatives of KSIDC no person shall be allowed at any time without the written permission of KSIDC.
25. All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials with best and approved qualities of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or such other additional particulars, and instructions as may from time to time be given by KSIDC during the execution of the work and to their entire satisfaction.
26. The contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by KSIDC at his own cost to prove that the materials etc, under test confirm to the relevant IS standards or as specified in the specifications, from time to time. No extra payment on this account should any case be entertained. All the materials/equipment which are permanently inducted into the building or system shall have to be formerly approved by client/architects prior to use or installation. Necessary technical details shall be provided by the respective contractor for the product.
27. Should the work be suspended by reason of rain, strike, lock outs or any other cause the contractor shall take all the precautions necessary for the protection of work and at his own expenses make good any damage arising from any of these causes.
28. KSIDC during the progress of the work have power to order in writing the removal of materials which in the opinion of KSIDC are not in accordance with

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)




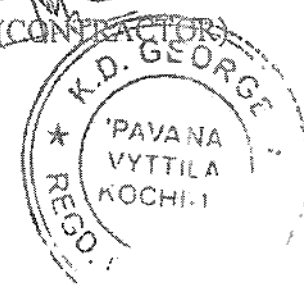
specification or instructions, the substitution or properly execution of any work, executed with materials or workmanships not in accordance with the drawings and specifications and instructions. In case the contractor refuse to comply with the order KSIDC shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by KSIDC shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.

29. The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of KSIDC. The contractor shall employ at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the relevant experience in the field like civil/refrigeration/mechanical/electrical works with appropriate skill or ability to perform their jobs efficiently.
30. The contractor shall comply with the provisions of all labour legislation including the requirements of Workmen's compensation act, Contract labour (regulation and abolition) act and Central rules, Apprentices act, Minimum wages act etc and any other act or enactment relating thereto and rules framed there under from time to time.
31. The contractor shall keep KSIDC saved harmless and indemnified against claims of any of the workmen.
32. The contractor shall obey all the safety rules and implement proper and adequate safety practices at the worksite.
33. The contractor shall comply at his own cost with the order of the requirement of any health officer of the State or any local authority or of KSIDC regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of all contagious diseases. The contractor shall provide and maintain good sanitary conditions, adequate sanitary accommodation and provide facilities for pure drinking water at


1st PARTY (KSIDC)




2nd PARTY (CONTRACTOR)

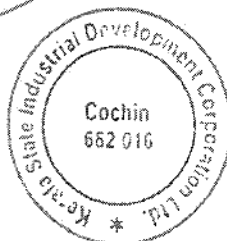


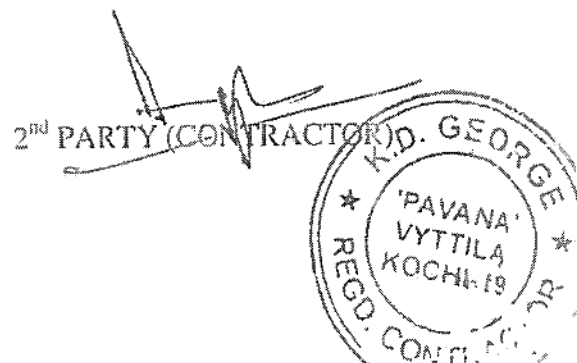
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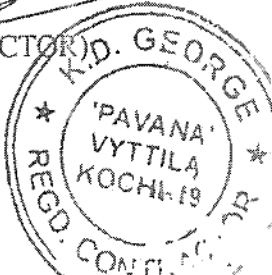
all times for use for men engaged on works and shall remove and clear away the same on completion of work.

34. The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hrs of the occurrence of any accidents at or about the site or in connection with the execution of the works, report such accident to KSIDC and also to the competent authority where such report is required by law.
35. The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties. KSIDC shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.
36. Before taking any measurement of any work, the site engineer or his depute shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice, and fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the site engineer, then in any such event the measurement taken by the site engineer or by his depute will be final and binding on the contractor and the contractor shall have no right to dispute the same.
37. All bills shall be prepared by the contractor in the form prescribed by KSIDC /Architects/PMC. Normally one interim bill shall be prepared each month with a minimum value of Rs.50 Lakhs The bill in proper forms must be duly


1st PARTY (KSIDC)




2nd PARTY (CONTRACTOR)



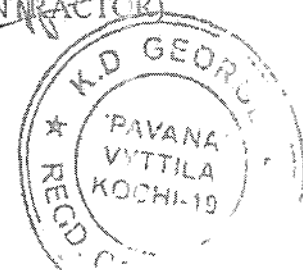
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REGD. CONTRACTOR

- accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.
38. In case of delay due to some reasons in the processing for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of the work as per the conditions of the contract.
39. The amount stated in an interim certificate shall be the total value of work properly executed less the amount to be retained by KSIDC as retention money. All materials shall be supplied by the contractor. The contractor has to make his own arrangements for the procurement of materials on time. In case when materials have to be measured and paid for, the contractor shall be responsible for such materials until they are formally taken over by KSIDC or used in works. The materials brought to site shall not be removed from the site without the prior approval of KSIDC.
40. If KSIDC has supplied any material or goods to the contractor, the cost of such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.
41. All the interim payments shall be regarded as the payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, which conclude, determine or affect in any way the power of KSIDC under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way or affect the contract. The contractor shall submit the final bill within one month of the date fixed for completion of the work of the date of certificate of completion furnished by the site engineer and payment shall be made within three months.

1st PARTY (KSIDC)

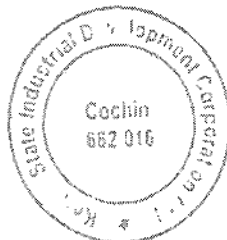


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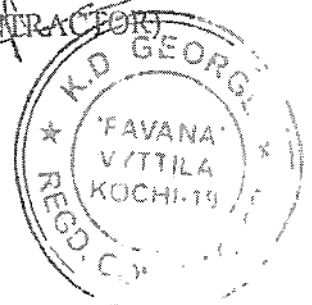


42. A certificate of completion shall accompany the final bill from KSIDC. Payment of the final bill shall be made after receiving KSIDC's certificate that the contractor has rectified all the defects to the satisfaction to KSIDC. The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.
43. Mobilization advance up to a maximum amount of 10% of contract value shall be paid to the contractor, on submission of irrevocable Bank Guarantee covering the contract period for an amount of 1.1 times of the mobilization advance. Bank guarantee shall be obtained from a nationalized bank or all Commercial scheduled banks. The Mobilization advance shall be interest bearing @ minimum 10% as mentioned in the Tender documents. The mobilization advance shall be recovered from each bill from the contractor at the discretion of the tendering agency till the entire mobilization advance together with interest is recovered.
44. VARIATION / DEVIATION/EXTRA ITEMS :The price of all such additional items /non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates, shall hold good for any increase or decrease in the tendered quantities up to variation of 25%.the rate for the respective item may be reviewed on mutually agreed terms for quantities exceeding 25%.
45. SUBSTITUTION: Should the contractor desire to substitute any materials and workmanship, he must obtain the approval of KSIDC in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of KSIDC has to be obtained in writing.
46. CLEARING SITE ON COMPLETION: On completion of the works the contractor shall clear away and remove from the site all constructional plant,

1st PARTY (KSIDC)



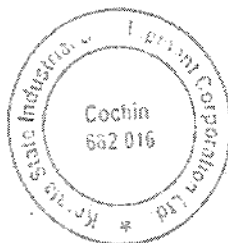
2nd PARTY (CONTRACTOR)



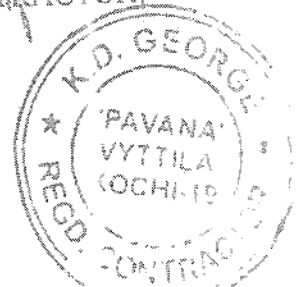
surface materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of KSIDC/Architects.

47. DEFECTS AFTER COMPLETION: The contractor shall make good at his own cost and to the satisfaction of KSIDC all defects for a period of FIVE YEAR for the civil works and ONE YEAR for mechanical/Equipment from the certified date of completion of all works/commissioning of the Plant by KSIDC. In case of default KSIDC may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon on incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by KSIDC or may be deducted by KSIDC, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No:9 together with any expenses KSIDC may have incurred in connection with.
48. CONCEALED WORK: The contractor shall give due notice to KSIDC whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall, at the opinion of KSIDC be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any disputes or difference arise after the execution of any work as to measurements etc, or other matters which cannot be conveniently tested or checked, the notes of KSIDC shall be accepted as correct and binding on the contractor.

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)



49. INSURANCE: The Contractor should at his cost take and maintain an insurance policy during the course of construction in the joint name of the KSIDC and the Contractor for a sum equivalent to the contract amount in respect of the construction and maintenance of the project for ONE YEAR from the date of commencement of the work. Insurance certificate shall be submitted to KSIDC within 21 days from the date of commencement of the work.

50. SUSPENSION: If the contractor except on account of any legal restraint upon KSIDC preventing the continuance of the work or in the opinion of KSIDC shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, KSIDC shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch and such notice purport to be a notice under this clause. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous there to any plant or materials to subsist from the date of such notice being given, until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, KSIDC may proceed as provided in Clause 51 (Termination of Contract by KSIDC).

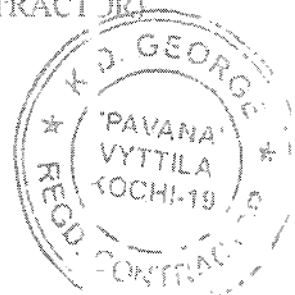
51. TERMINATION OF CONTRACT BY KSIDC:

If the Contractor fails to execute the work within the stipulated period of 7 months, the contract is deemed to be terminated on the expiry of the 7 months period stipulated herein, unless the KSIDC extend the period as already stated. If the contractor failed to complete the entire work within the stipulated period of 7 months and the KSIDC is not extending the period, the contractor shall be liable to pay the cost incurred to KSIDC for re-tendering the work and other incidental expenses and the excess amount to be paid to the new contractor to complete the

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)



work. The excess amount means the difference between the estimate of the original contractor with that of the new contractor to do the remaining work. Apart from this, the contractor is also liable to pay the damages caused to the KSIDC due to the delay in work, which will be calculated @ 1.00% of the estimate per week or such amount as fixed by KSIDC for the period by which the new contractor agreed to complete the remaining work.

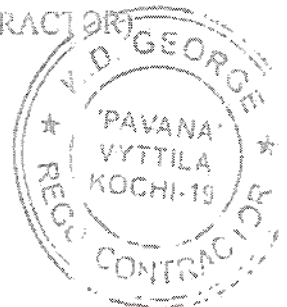
If the contractor is declared as an insolvent or if any payment under this contract is attached by his creditor or he assign, charge or encumber this contract for any payments due or which may become due or fails to observe or perform all or any of the acts, matter by this contract to be observed as performed by the contractor, a notice will be issued by the KSIDC requiring him to give proper explanation within 3 days and if the explanations are not satisfactory, the KSIDC has got ample power to terminate the contract with immediate effect.

If the work done by the contractor is not satisfied by the KSIDC or the contractor uses improper materials or materials without quality or workmanship in carrying on the work, and if in the opinion of KSIDC the progress of the work is not satisfactory and the work cannot be completed in the stipulated time, or the contractor abandon the work the KSIDC shall send a notice directing him to do the work with proper materials or to complete the portion of the work within a specific period and if the contractor is not complying the directions or giving a satisfactory reply within 3 days of the receipt of the notice. the KSIDC has got the power to terminate the contract with immediate effect. In such cases, the KSIDC can realize the damages as already stated above for re-tendering the work and other incidental expenses and excess amount to be paid to the new contractor to complete the work. Apart from this, the contractor is liable to pay the damages caused to the KSIDC due to the delay in work which will be calculated @ 1% of the estimate per week or such amount as fixed by the KSIDC for the period by which the new contractor agreed to complete the remaining work.

1st PARTY (KSIDC)



2nd PARTY (CONTRACTOR)



If any of the acts or work done by the contractor is in such a way that which requires immediate stoppage or termination, the KSIDC has got every right directing to stop the work or to terminate the contract with immediate effect. In such cases also, the damages to be paid by the contractor shall be calculated as stated above.

If the contract is terminated as stated above and if the contractor fails to remove all of his materials from the site within the time granted by KSIDC, the KSIDC will take possession of the same and sell it by public auction and shall given credit it to the contractor from the amount to be paid by him.

52. JURISDICTION: All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract hereinafter mentioned shall be subject to the jurisdiction of Courts in Ernakulam.

The several parts of this contract have been read by us and fully understood by us.

Attached the Technical bid and Price Schedule.

Signed by the CONTRACTOR :

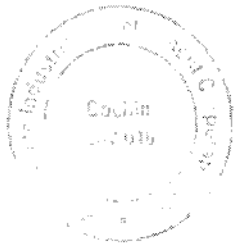
Name :

Signed by KSIDC :

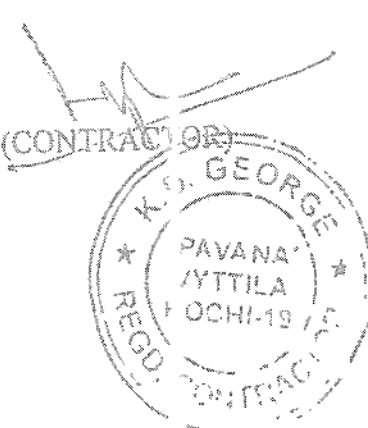
Name :

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N.D. ...
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M. T. BINIL KUNATHR

[Handwritten signature]
1st PARTY (KSIDC)



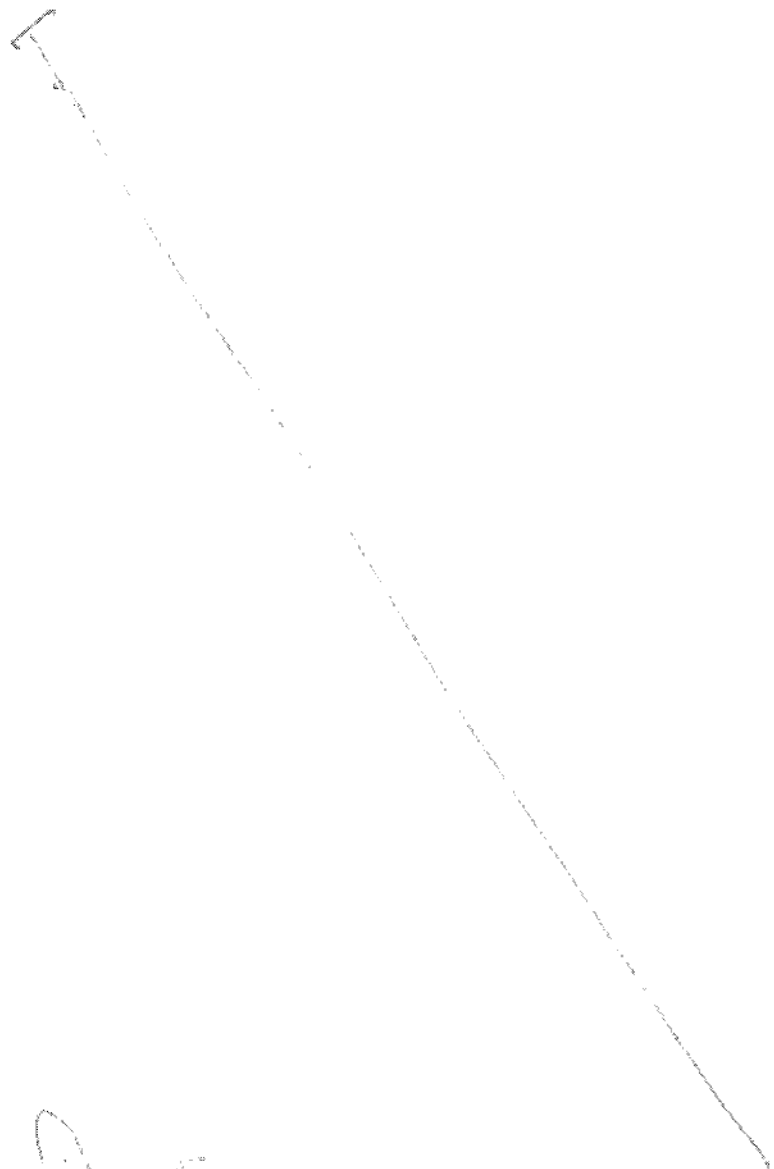
2nd PARTY (CONTRACTOR)



In the presence of witnesses

1. Name & Address : Anub Joseph, KSIDC ~~KSIDC~~

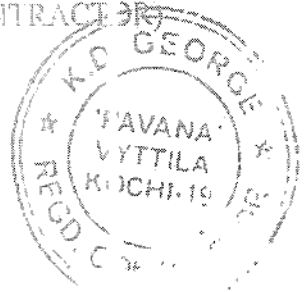
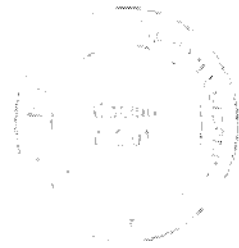
2. Name & Address : Antony T.M, KSIDC ~~KSIDC~~



~~[Signature]~~
1st PARTY (KSIDC)

~~[Signature]~~
2nd PARTY (CONTRACTOR)

~~[Signature]~~
7/8/2023



ക്രമനമ്പർ - II

File No.IND-J3/247/2017-IND

KSIDC
Tvm.
Inward No. 701
Date: 20/7/18
Initial: *[Signature]*

ED	GM (KGA)	GM (C)	GM (IC) (GUK)	DGM (RP)	K S I D C
DGM (RC)	CSA	DGM (VRU)	DGM (KA)	AGM (JKM)	
AGM (MTB)	24 JUL 2018				
AGM (ST)	AGM (BGB)	AGM (VM)	M (CNA)	M (SKT)	
M (BN)	M (SR)	M (ST)	M (PSS)	M (EPK)	

KSIDC, Kochi
Inward No. 1387
Date: 24/7/18

ED	GM (KGA)	CFO	GM (IC) (GUK)	K S I D C
DGM (RP)	DGM (RC)	CS	DGM (KA)	
20 JUL 2018				
DGM (VRU)	AGM (JK)	AGM (MTB)	AGM (RJ)	
AGM (DGB)	AGM (VM)	M (SKT)	M (CNA)	



GOVERNMENT OF KERALA

Abstract

Industries Department - Kerala State Industrial Development Corporation Limited (KSIDC) - Setting up of Mega Food Park Pallippuram in Alappuzha- Comprehensive Administrative Sanction for an amount of Rs.129.15 Crores - Accorded - Orders Issued.

INDUSTRIES (J) DEPARTMENT

G.O.(Rt)No.844/2018/ID Dated,Thiruvananthapuram, 19/07/2018

- Read 1 G.O (Rt) No. 118/2016/ID dated : 29.01.2016
- 2 G.O (Rt) No. 453/2016/ID dated : 21.05.2016
- 3 Letter. No. KSIDC/TVM/CFO/2018/ 25 dated 04-04-2018 from the Managing Director, Kerala State Industrial Development Corporation Limited.
- 4 Minutes of the Special Working Group Meeting held on 12-06-2018.

ORDER

As per order as 1st paper above, Government had accorded comprehensive Administrative Sanction to set up Mega Food Park (MFP), Cherthala, at a cost of Rs. 125 cr, which was later modified as per order read as 2nd above, in relation to the Head of Account. The project is being also funded by the Ministry of Food Processing Industries (MOFPI), Government of India.

Now the Managing Director, Kerala State Industrial Development Corporation Limited has requested to modify the G.O. relating to Comprehensive Sanction considering the revised cost of the project and fixing the share of the State Government at Rs. 61.45 crs, dispensing with any limits for the state Government funds for the project.

The Special Working Group meeting held on 12.06.2018 considered and approved the proposal for issuing revised comprehensive Administrative Sanction for the project, to be implemented at an estimated cost of Rs. 129.15 Cr. specifying the funding pattern as Rs. 69.15 Cr. State Government share, 50 Cr Gov's share and Bank loan of 10 Cr and subject to the condition that State Government's share should be released only after excluding the land cost of Rs. 7.70. Cr and also subject to the following conditions.

- 1. The expenditure would be met from the provision available under the Head of

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24/7
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Account 4885-01-200-95.

2. The fund release will be based on actual requirement and the fund released should not be parked in banks.
3. Store Purchase Rules shall be strictly adhered to.
4. Tender/e-tender and other stipulated formalities shall be followed where ever necessary.
5. For civil works ,CPWD rates shall be followed.
6. Post creation and purchase of vehicles are not admissible under the scheme

Government have examined the matter in detail and are pleased to accord revised Comprehensive Administrative Sanction for the Project "Mega Food Park, at Pallippuram in Alappuzha to be set at an estimated cost of Rs.129.15 crore which include the state share of Rs 61.45 cr to be released to KSIDC from the H/a 4885-01-200-95 in the current years budget.

(By order of the Governor)
NAVIN KRISHNAN.G.I
UNDER SECRETARY

To:

The Director of Industries & Commerce, Thiruvananthapuram.

The Managing Director, Kerala State Industrial Development Corporation, Thiruvananthapuram.

The Principal Accountant General (Audit), Thiruvananthapuram.

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

The District Treasury Officer, Thiruvananthapuram.

The Finance (Planning-B)Department

The Planning and Economic Affairs Department.

The Information & Public Relations Department (for publishing in the Official Website)

Stock File/Office Copy

Forwarded /By order

P. S. T.

Section Officer

7/8/2023

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