



GOVERNMENT OF KERALA

Abstract

Finance (Infrastructure) Department - Kerala Infrastructure Investment Fund Board (KIIFB) – Procedures and Guidelines for KIIFB Projects modification - Sanctioned - Orders Issued.

FINANCE (INFRASTRUCTURE) DEPARTMENT

G.O.(Ms)No. 69/2018/Fin

Dated, Thiruvananthapuram. 24.02.2018

Read:- 1. Kerala Infrastructure Investment Fund (Amendment) Act 2016

2. G.O(Ms) No. 315/2016/Fin dated 08.08.2016

ORDER

As per the Government Order read as 2nd paper above, Government has issued Guidelines for ensuring necessary standardisation and efficiency in preparation, processing and implementation of proposals of projects funded by Kerala Infrastructure Investment Fund Board (KIIFB).

Several infrastructure projects have been approved by Government to be executed in Public Sector Mode with the financial assistance of Kerala Infrastructure Investment Fund Board (KIIFB). The projects are to be executed through Special Purpose Vehicles (SPVs). As these organizations are under the control of the State/Central Government, they are bound to follow the rules, guidelines and norms applicable for execution of public works following PWD/CPWD guidelines and various directions by the State Government, Central Government, Comptroller & Auditor General, National Green Tribunal, Central Vigilance Commission, State Pollution Control Board, etc. However, it is observed that their internal procedures for execution of works and contract management are not uniform. It is therefore found necessary to issue the revised procedures and guidelines for planning & execution of KIIFB assisted infrastructure projects by the various SPVs.

Government have examined the matter in detail and are pleased to issue the revised procedures and guidelines given as annexure hereto in supersession of the Guidelines issued vide the G.O. read as 2nd paper above.

By order of the Governor

**MANOJ JOSHI
PRINCIPAL SECRETARY**

To

The Principal Accountant General (A&E), Kerala, Thiruvananthapuram
The Principal Accountant General (G&SSA), Kerala, thiruvananthapuram
The Accountant General (E & RSA) Kerala, Thiruvananthapuram
All Heads of Department and Offices
All departments of Secretariat
All Private Secretaries to Ministers
Private Secretary to Chief Minister
All Secretaries to Government
SPV's Concerned
The Principal Secretary (Finance)
The Nodal Officer, (www.finance.kerala.gov.in)
The Chief executive Officer, KIIFB
Stock File/Office Copy

Forwarded / By Order



Section Officer

ANNEXURE
PROCEDURES & GENERAL GUIDELINES

1. Project Registration with KIIFB

1.1. Projects can be registered with KIIFB provided they satisfy the conditions as per the Kerala Infrastructure Investment Fund Act 1999 as amended vide the Kerala Infrastructure Investment Fund (Amendment) Act, 2016. Such projects should have either been declared in the Budget Speech or approved by the Council of Ministers for funding by KIIFB. The registration of the project shall be initiated in the online KIIFB Project Portal after Administrative Sanction is accorded for the Project/Sub-Project/Project component. The minimum Project cost shall be above Rs.100 crore and that of a sub-project not less than Rs.10 crore.

1.1.1. On communication of the Administrative Sanction to KIIFB, the Administrative Department will be given the Department User default login credentials by KIIFB for gaining access to the Project Profile in the Project Portal. The project will have a unique code number which shall be quoted in all further communications and documents relating to the project.

1.1.2. The Department User uploads the Administrative Sanction and preliminary details/concept note of the project.

1.2. The Special Purpose Vehicle (SPV) for implementing the project shall be identified by the Administrative Department and declared in the Administrative Sanction for the project.

1.2.1. Creation of SPV profile by the Administrative Department.

Alongwith uploading the project details the Department User will register the SPV in the Project Portal and submit the SPV Profile.

1.2.2. Confirmation of SPV and generation of user login for SPV Administrator User by KIIFB.

KIIFB will verify the details and confirm the SPV registration. Thereafter, the default SPV login and user credentials will be generated and communicated to the registered E-mail address of the designated SPV Administrator User.

2. Executing Tripartite Agreement

2.1. Pursuant to issuing the Administrative Sanction, Tripartite Agreement as per G.O. (Ms) No. 333/2017/Fin Dated 16-07-2017 shall be signed between the SPV, the Administrative Department and KIIFB for implementing the project.

2.2. The Tripartite Agreement shall include two schedules, Schedule-1 shall contain details of all the Administrative Sanctions issued with respect to the Project and Schedule-2 shall contain details

schedules and additions thereof shall be signed by all the parties as and when they are added to the Tripartite Agreement. The Administrative Sanctions as well as the Technical Sanctions shall be attached to the respective schedules. Additional schedules, if any, forming part of Schedule- 1 and Schedule-2 will be given English alphabetic numbering along with the respective schedule number (eg. Schedule 1 (a),1(b); Schedule 2(a), 2(b) and so on after Schedule-1 and Schedule-2 respectively).

- 2.3. Schedule-1 may be signed between the parties after the grant of Administrative Sanction and Schedule-2 shall be signed immediately after issuing of the Technical Sanction (TS) of the Project/Sub-Project/ Project component.
- 2.4. The date of signing and attaching the Schedule of the Project/ Sub-Project/ Project component to the Tripartite Agreement shall be considered as the start for all tracking and progress monitoring purposes.

3. Preparation of Detailed Project Report (DPR)

3.1. Detailed Project Report (DPR) shall be prepared by the SPV for all Projects identified for implementation by availing assistance (partly/fully) from KIIFB. Separate DPRs shall be prepared for Sub-Projects/ Project components if sanctioned separately. The DPR shall be a comprehensive document containing a detailed estimate (sufficient for technical sanction purpose) including the details as specified below wherever relevant. Any specifically relevant additional information shall also be included in addition to the below listed details:-

- Salient Features / Executive Summary
- Requirement/Demand Analysis
- Functional Design
- Engineering Design
- Value Engineering
- Revenue Streams Evaluation
- Financial Estimates & Cost Projection
- Investment Criteria & Cost Benefit Analysis
- Risk Assessment & Mitigation Plans
- Environmental Aspects & Sustainability
- Statutory Clearances & Mandatory Approvals
- Work Breakdown Structure (WBS) & Implementation Schedule
- Project Management Organization & Plan
- Contract Management Methodology
- Quality Management Plans

- 3.2. General templates for DPR for certain select sectors are available in the KIIFB website for reference.
- 3.3. The DPR shall also mention if the project is receiving or likely to receive any alternate/additional funds for meeting partial cost of the project or any part of the project which has been proposed or already completed.
- 3.4. In general, the cost of construction, equipment purchase, cost for shifting of any utilities, land acquisition etc. shall be permitted to be included in the total cost sanctioned. Any preliminary expense for engineering and consultancy including preparation of DPR, cost of establishment / project management charges, cost of quality control etc. shall not be included in the project cost and should be met from the centage charges payable to the SPV as per G.O.(P) No. 61/2017/Fin. Dated 09-05-2017.

4. Project Submission, Appraisal & Funding

- 4.1. After obtaining Administrative Sanction, SPV shall prepare and submit Project/Sub-Project/Project component details as the case may be and its DPR in the Project Portal.
- 4.2. On evaluation of DPR by KIIFB, a Technical Appraisal Report (TAR) will be issued online and clarification/rectification, if any proposed therein, shall be submitted by the SPV as a Compliance Report to KIIFB.
- 4.3. After satisfactory completion of appraisal, the Project will be submitted to the Executive Committee/ Board of KIIFB for approval of funding by KIIFB.
- 4.4. If the Executive Committee/Board is of the view that additional documents are required for the submitted projects, the same may be called for from the SPV.
- 4.5. After funding approval for the Project is accorded by the Executive Committee/Board, KIIFB shall issue a sanction order which shall include the approved project cost and other project details.
- 4.6. The SPV User shall upload in the Project Portal a Baseline-0 Work Breakdown Structure (WBS) of the Project/Sub-Project/Project component in accordance with the DPR. The WBS shall be prepared in MS Project Software.

Note: The Executive Committee is delegated with powers for sanctioning non-revenue generating projects costing upto Rs. 100 crore only. All revenue generating projects will be approved by the Board irrespective of the estimated cost.

5. Land Acquisition

- 5.1. On obtaining Administrative Sanction for the project, SPVs may take advance action for land

immediate necessary action to obtain separate funding approval from KIIFB for the land acquisition, without awaiting completion of formalities for funding approval for the whole project. For this, a preliminary report shall be submitted to KIIFB for appraisal and obtaining approval of the Executive Committee/Board for in-principle funding approval. This report shall contain the exact requirement of land (location, area, estimated acquisition rates and survey numbers, where available) along with the project components.

- 5.2. On approval of the land acquisition proposal by the Board/Executive Committee in-principle sanction for funding will be accorded by KIIFB, whereon the SPV shall commence the procedure for land acquisition.
- 5.3. Subsequently, the funds for land acquisition as well as the administrative costs thereof will be released by KIIFB to the Revenue authority concerned after the SPV submits the online payment invoice and SPV's connected sanction proceedings in the Project Portal when the relevant demands are raised by the Revenue authority against the LA requisition submitted to the Revenue authority by the SPV. The payment occurrence shall also be appropriately mapped by the SPV as a payment-milestone in the online WBS to enable KIIFB to release the funds accordingly.
- 5.4. The SPV shall invariably follow all applicable government rules and procedures of land acquisition.

6. Technical Sanction (TS)

- 6.1. Technical Sanction (TS) for a Project/Sub-Project/ Project component shall only be issued by the Competent Authority having delegation of powers granted by Government.
- 6.2. In the absence of such competent authority, AD shall constitute a Technical Committee. TS Authority for Civil/Electrical/Mechanical Works, shall as far possible have not less than three technically competent officials as below:
 - i. An officer in the rank of Chief Engineer having knowledge about the specific sector from an Engineering department under Government of Kerala. (In the event of non-availability of suitable officers, retired officers not below the rank of CE/SE from GoK/GoI respectively may be considered)
 - ii. A senior level technical person having the rank of CE or officer holding analogous post in SPV.
 - iii. An experienced independent professional having sector specific knowledge.
- 6.3. For all other works like Electronics, IT etc., Administrative Department shall constitute Technical Committee consisting of experts from the relevant fields.
- 6.4. TS shall be issued in the form of a proceedings by SPV. In cases of Civil Works, TS shall be issued following CPWD/PWD norms and in accordance with the provisions, design, scope,

specified (CPWD/PWD/MORTH or any relevant standards as mentioned in DPR). TS process shall be initiated immediately upon approval of fund (expenditure sanction) has been accorded by KIIFB.

- 6.5. TS may be issued for the sub-projects separately or splitting the subprojects into packages/phases/work components for justifiable technical reasons. The estimate for TS shall include provisions and the components having sufficient details adequate for tendering process. Lumpsum provisions shall be avoided.
- 6.6. The correctness of rates, measurements, design, specifications etc. will be the sole responsibility of TS authority.
- 6.7. TS shall be issued only after finalising the Land Acquisition process and after ensuring the availability of all necessary statutory clearances.
- 6.8. The estimate rates adopted in the TS shall be as per PRICE software being used in Govt. of Kerala and any new item shall be introduced by incorporating it in PRICE. Where for any reason, any item cannot be included in PRICE, the Technical Committee shall specifically approve the item nomenclature and rate.
- 6.9. If there is an increase in the estimate cost as per TS which is beyond the corresponding approval as per KIIFB, prior approval of KIIFB is required to proceed with the tendering process.
- 6.10. Any substantial change in the scope, design, name of the project and other relevant parameters from the approved DPR shall be considered by TS authority with the prior approval of KIIFB only.
- 6.11. The increase in estimate cost up to 10% may be approved by the CEO of KIIFB based on specific justifiable technical requirements due to variation in scope, design, items and quantities, subject to ratification by Board. Any higher variation above shall require the approval of Executive Committee/Board.
- 6.12. In case of reduction in the estimate cost, the fund allotment will be deemed to be limited to that extent and earmarking and utilization of the savings for other components are not permissible.
- 6.13. TS authority shall review and take appropriate decisions on all important aspects referred to in the DPR, as issues to be finalized at TS Stage.
- 6.14. A working DPR refined based on the details of Technical Sanction along with abstract schedule (with item quantity and estimate rate only) and details of measurement, specifications, drawings adopted, detailed Work Break-down Structure (WBS) and program schedule in line with the KIIFB project management system and all other relevant details for implementation of the project as per the originally approved DPR shall be submitted to KIIFB.

7. Tendering & Contract Management

7.1. Tendering Process

- 7.1.1. The SPV shall follow a competitive e-tendering process strictly following the rules and guidelines prevailing in GoK/GoI.
- 7.1.2. The bidding documents shall be either as per CPWD/PWD norms or approved by the respective government department which controls the SPV. In case the SPV desires to follow their own standard bidding documents, it shall be ensured that no additional liabilities and contractual/legal risks are likely to arise due to the variations from the standard documents adopted in CPWD/PWD.
- 7.1.3. SPV shall ensure that adequate provisions are available in the bidding document for implementing the various provisions in the tripartite agreement.
- 7.1.4. There shall be adequate publicity and sufficient period for tendering as per CPWD/PWD guidelines shall be given for the bidders to effectively participate in the process.

7.2. Tender Acceptance

- 7.2.1. The acceptance of tenders shall be done at the Board level of SPV (acceptance authority) provided they are delegated with adequate powers as per prevailing norms.
- 7.2.2. In all other cases, the acceptance of tenders shall be done by a committee formed by the AD. The committee shall have not less than 3 members. The committee shall be headed by an officer from the AD having rank not less than Secretary to GoK. The other members shall include CE level officers from government and officer holding equivalent post in SPV. (In the event of non-availability of suitable government officers, retired CE/SE above level officers from GoK/GoI respectively may be considered)
- 7.2.3. The Lowest offered amount by the lowest quoted tenderer can be accepted by the committee provided, it is less than the justifiable amount worked out based on local market rates. (LMR Based Estimate shall be prepared confidentially and submitted to Tender Acceptance Committee/Acceptance authority before opening of the tenders).
- 7.2.4. When the lowest tender is within the justifiable amount above, but more than 10% above the corresponding provision available in the Technically Sanctioned Estimate the approval for acceptance/rejection / retender shall be given by the Administrative Department based on the specific recommendations of the tender acceptance committee/acceptance authority.
- 7.2.5. Tenders beyond justifiable market rate shall not be accepted. In exceptional circumstances if the tenders are to be accepted at a higher amount than the justifiable market rate the same shall be done with the approval of the Council of Ministers only.
- 7.2.6. If accepted amount is more than the TS amount, the AS and TS shall be revised by the respective competent authorities to the level of agreeable amount.

the offer so that works can be awarded in the firm period itself.

7.2.8. The fund sanction will be revised at this stage to the accepted tender amount. The savings if any from the corresponding provision available in the technically sanctioned estimate shall not be used for execution of additional works under this contract or for other contracts under the sanction for the sub-project.

7.2.9. After tender acceptance, the SPV shall communicate to KIIFB all relevant details like credentials of the successful tenderer, bank account details, Quantities & Rates as per the accepted BoQ, etc.

8. Work Contract Agreement

8.1. Work contract agreement shall be signed between SPV and successful tenderer only.

8.2. Any revision in implementation schedule proposed by the contractor during the contract agreement finalising process (without increase in the total period of completion) shall be scrutinized by the SPV and intimated to KIIFB for approval.

Process in KIIFB Software:

8.2.1. The Contract and the Contractor details against each project/sub-project shall be entered by the SPV user.

8.2.2. Based on the agreement between the SPV and Contractor, a revised WBS specifically demarcating the payment milestones, without changing the total duration of the work as given in Baseline-0, shall be uploaded in the MS Project tool as Baseline-1.

9. Deviations in the Contract

9.1. Only with the prior approval of KIIFB which is based on specific recommendation of TS Committee, the total contract amount will be allowed to increase due to any deviations in quantities, extra items and substituted items. Deviations in quantity and extra/substituted items, etc. are permitted to the extent that the total contract amount shall not be exceeded and also will be subject to the following restrictions: -

9.2. Any item-wise quantity deviations beyond 25% of the agreement quantity, for each item, shall be permitted with the approval of TS committee only.

9.3. Any item wise quantity deviation leading to a variation of more than 1% of the contract amount shall be permitted with the approval of TS Committee only.

9.4. Extra/Substituted items each costing more than 1% of the contract amount shall be permitted with the approval of TS Committee only.

9.5. All deviations, extra items, substituted items, approved by the TS committee, shall be intimated to KIIFB.

9.6. Any savings due to reduction in the contract amount, due to decrease in agreement quantities or substitution of items, shall not be utilized for execution of additional works without prior

9.7. Only with the approval of KIIFB, which is based on specific recommendations of TS Committee, specific contract clauses for deviation, escalation etc. will be allowed.

10. Payment Process

10.1. All the payments to the SPV and the Contractor will be online.

10.2. Based on the Contract Agreement, the Contractor shall submit the bill to the SPV. After examination of the Bill, the SPV shall issue proceedings for payment.

10.2.1. SPV user shall upload the proceedings issued by the SPV for payment along with the copy of the bill passed for payment by the SPV.

10.2.2. Details of the Bill, payment recommended, deductions, applicable taxes, retention money, cumulative details of payment already made, etc shall be entered by the SPV in the online invoice in the Project Portal.

10.2.3. After verification of the submitted details KIIFB will make online payment to the contractor direct to his designated bank account registered by the SPV in the Project Portal.

10.2.3.1. The statutory and other deductions in the bill will be given to the SPV by KIIFB for remitting the amount to the authorities concerned.

10.2.3.2. The retention amount will be transferred to the SPV alongwith the bill deductions and the same shall be released to the Contractor only after the completion of contractual obligations.

10.2.3.3. All retention money shall be maintained by the SPV in a separate non- interest bearing Spl.TSB Account in the Government Treasury only.

10.3. If the fund release requisitions are not received within 2 weeks after the specific payment milestone has expired, the payment will be deferred to the next payment milestone and no interim payment will be entertained in between the payment milestones.

10.4. The physical progress of the work will be compared against the payment milestone.

10.5. Executive Committee of KIIFB chaired by Minister (Finance) will periodically review the progress of the project and oversee the utilisation and release of funds.

11. Project Management & Review

11.1. Project Management Unit (PMU) in SPV

11.1.1. SPV shall constitute a Project Management Unit (PMU), which shall be responsible for the entire management of the project including planning, execution and monitoring the project and act as the nodal unit of SPV for coordinating with KIIFB.

11.1.2. SPV shall identify a Project Director under the PMU for each Project. The same person may also act as Project Director for other Projects under the SPV.

shall be responsible for co-ordinating with KIIFB for all field level inspection & related activities.

11.1.4. The details of Project Director & Project Manager for each Project shall be informed to KIIFB before commencement of project implementation activities and any change of such key personnel shall also be promptly intimated to KIIFB.

11.2. Progress Monitoring & Review

Process in KIIFB Software:

11.2.1. Project implementation will be monitored through the online project monitoring system.

11.2.2. The SPV shall assess the progress & update the progress in the online platform on a bi-weekly basis.

11.2.3. The SPV shall also submit the quarterly report in the prescribed format to the Administrative Department and KIIFB.

11.3 The Inspection Authority in KIIFB will monitor the execution of the project at various stages and its variation from agreed scope, design, timelines, cost, quality, contract, etc.

12. Closure of Contract

12.1. Approval of TS committee shall be obtained for closing of contract to ensure that the work has been executed as per the original scope, design and specifications.

12.2. All documentation required for enforcing the defects liability clause shall be completed before declaring the work execution contract as closed.

12.3. An estimate schedule with actually executed quantities and completion drawings shall be submitted to TS committee after closing the contract.

12.4. Only with the prior approval of KIIFB, which is based on the recommendation of a Technical Committee, extension of time shall be granted.

13. Completion of Project

13.1. Closure of all work contracts under a subproject is an essential prerequisite for declaring the completion of project.

13.2. The responsibility for the operation and maintenance of the project on the completion of its implementation shall be agreed upon between the Administrative Department and SPV or an agency identified by the AD and the terms shall be agreed upon at the time of Agreement.

14. Repayment Process

14.1. The repayment process shall be as per the DPR provisions and subject to the Tripartite Agreement.