

Cochin Smart Mission Limited



Smart City
MISSION TRANSFORM-NATION

Bidding document

For

**HIGHER SECONDARY BLOCK, CENTRAL CALVATHY GHSS, FORT
KOCHI**

**(DESIGN AND CONSTRUCTION OF CENTRAL CALVATHY GHSS
BLOCK USING PREFABRICATED TECHNOLOGY)**

MANAGING DIRECTOR

COCHIN SMART MISSION LIMITED (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi -

682 011, India. PHONE: 0484-2350355

E-MAIL: csmltenders@gmail.com

NOTICE INVITING TENDER (NIT)
(NATIONAL COMPETITIVE BIDDING)

Cochin Smart Mission Limited
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.
Phone: 0484-2350355, 2380980
E-mail: csmltenders@gmail.com

No. CSML/EDUCATION/CCHSS/RFP/01

Date: 08/03/2019

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website www.csml.co.in, www.kochimetro.org and www.etenders.kerala.gov.in - under organization name - "Kochi Metro Rail Ltd." for **"Higher Secondary Block, Central Calvathy GHSS, Fort KochiHSS Block, Fort Kochi"**

The revised details are as under.

Sl. No.	Event's Name	Information
1.	Organization	Cochin Smart Mission Limited (CSML)
2.	Project	Smart City Projects under Smart City Mission
3.	NIT No.	CSML/EDUCATION/CCHSS/RFP/01
4.	Name of Work	Higher Secondary Block, Central Calvathy GHSS, Fort Kochi
5.	Time for Completion	06 months (including monsoon period)
6.	Form of Contract and Class of Contract	Open Tender Two Cover bidding (E- Tender) National Competitive Bidding
7.	Type of Tender	Item rate - BOQ based contract
8.	Tender document Fee	Rs.11,800 (Rupees Eleven Thousand Eight Hundred Only) through Online e-Tendering Payment Gateway (https://etenders.kerala.gov.in) only.
9.	Bid security / Earnest Money Deposit (EMD)	Rs. 4.67 Lakh (Rupees Four Lakh Sixty Seven Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India drawn in favour of Managing Director, CSML, payable at Kochi. Validity of Bid security shall be 28 days beyond the Validity of Bids. In case of Joint venture, Bid security shall be in the name of the JVA that submits the bid.

Contractor

Procuring Entity / Employer

Sl. No.	Event's Name	Information
10.	Bid Document Downloading Start Date	08 th March 2019
11.	Last date for sending pre-bid queries	25 th March 2019 till 17:00 hrs. at https://etenders.kerala.gov.in OR csmltenders@gmail.com
12.	Date, Time & Place of Pre-bid Meeting	26 th March 2019 at 15:00 hrs. Venue: Kochi Cochin Smart Mission Limited, 10 th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.
13.	Last date for Online Purchase of Tender Document	16 th April 2019, till 17:30 hrs.
14.	Last date of Online Submission of Bids	16 th April 2019, till 17:30 hrs.
15.	Last date of submission of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy)	22 nd April 2019, till 14:00 hrs.
16.	Date & Time for Opening of Technical Bids	22 nd April 2019, at 15:00 hrs.
17.	Date & Time for Opening of Financial Bids	Intimated later to the Technically qualified bidders as per Clause 24.2 ITB
18.	Bid Validity	180 days from the latest date of opening of Technical Bids
19.	Officer Inviting Bids	Managing Director, CSML
20.	Bid Clarification and Queries Addressed to	https://etenders.kerala.gov.in OR General Manager Email: csmltenders@gmail.com

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Managing Director
Cochin Smart Mission Limited

e-Tender Submission Guidelines

- The Bid should be submitted online at website <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered.

The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.

2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website <http://etenders.kerala.gov.in> OR csmltenders@gmail.com
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
5. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.

7. **Two cover system**

If two bid systems is insisted, Bidders are required to submit offer in Two covers, namely

"Tender Submission Fee / EMD / Power of Attorney / Joint Venture Agreement / Prequalification including Technical Bid
"-- **Cover - I**

And

"Financial Bid" ---**Cover -II**

8. **Cover-I (Tender Submission Fee / EMD / Power of Attorney / Joint Venture Agreement / Prequalification including Technical Bid)**

- a) **Tender Fee**– To be paid online at <http://etenders.kerala.gov.in> only.
- b) **EMD** – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in RFP. The scanned copy of Bank Guarantee (EMD) to be uploaded in the e-tender website www.etenders.kerala.gov.in. Original EMD to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
- c) **Power of Attorney (PoA) & Joint Venture Agreement** – to be scanned and uploaded in the e-tender website. Original PoA and JVA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
- d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum "online".
 - i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
 - ii) Notorized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.
 - iii) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
 - Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
 - PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ
 - In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhere else other than in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected
10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.
11. Please note that queries related to enquiry specifications, terms & conditions etc can be submitted to General Manager Email: csmltenders@gmail.com before the Last date & time for sending Pre-bid queries specified in the NIT.
12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.
13. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
14. In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk
- | | |
|--|---|
| e-tender helpdesk of Kerala IT Mission: | Phone number : 0484-2332262 |
|--|---|
15. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s Cochin Smart Mission Limited (CSML) reserves right to accept any or more offers in part. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder.
16. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.
17. Corrigendum / addendum, which form part of the tender document, shall be published in the e-tender website (<http://etenders.kerala.gov.in>) as well as CSML website <http://csml.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

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Section I. Instructions to Bidders

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
A. General		
1. Scope of Bid		<p>1.1 The Procuring Entity / Employer, as defined in the Bid Data Sheet (BDS), hereinafter called the "Employer" wishes to receive bids for the Works and Services identified in the Bid Data Sheet for the 'Higher Secondary Block, Central Calvathy GHSS, Fort Kochi' The Contract will cover the service area indicated in the Bid Data Sheet and consisting of:</p> <p>The Contractor shall undertake</p> <p>The survey of the site, prior to commencement of the works is under the scope of the contractor. Contractor shall be responsible for making the facility fit for the intended purpose while performing all of its obligations covered under the Contract Document in its entirety. The work shall be done in accordance to the designs and drawings approved by the competent authorities.</p> <p>The Scope includes the construction of new 4 storied block including Conceptualization, planning, structural designing, structural proof checking of the Building structure with foundation, RCC substructure and superstructure, all finishing works and all other internal & external s like Plumbing & sanitation, Drainage, Electrical services, Fire safety, landscaping with entrance gate and providing lab infrastructure and furniture in accordance with the provisions of this Agreement and in conformity with the requirements.</p> <p>Since the proposed construction would create inconvenience and affect the daily academic functioning of the school, prefabricated construction technologies are proposed to be adopted as an alternative to the conventional construction methodology to allow for a faster implementation of the project. Following are the preferred technologies that are pre-approved by the Building Materials and Technology Promotion Council (BMTPC) and are preferred by the employer to be adopted in the project:</p> <ol style="list-style-type: none"> 1. Precast Large Concrete Panel System 2. Light Gauge Steel Framed Structure with Infill Concrete Panels (LGSFS-ICP) <p>Apart from the above mentioned preferred technologies, alternative technologies which does not use gypsum, fiber board or similar surface</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		<p>finishes can also be selected for construction, provided the technology is approved by BMTPC.</p> <p>The identification number of the Bidding are provided in the BDS.</p>
	<p>1.2</p> <p>1.3</p>	<p>The successful bidder will be expected to carry out the Works and Services during the period stated in the Bid Data Sheet (BDS).</p> <p>Throughout these Bidding Documents:</p> <p>(a) the terms "bid", "tender" and "proposal" and their derivatives ("bidder / tenderer", "bid / tender", "tendered / proposed", "bidding / tendering", "bidding document / request for proposal / tender document", etc.) are synonymous</p> <p>(b) the term "in writing" means communicated in written form and delivered against receipt;</p> <p>(c) except where the context requires otherwise, words indicating the "singular" also include the "plural" and words indicating the "plural" also include the "singular"; and</p> <p>(d) "day" means calendar day.</p>
2. Source of Funds	2.1	<p>The Implementing authority namely Cochin Smart Mission Limited (CSML) (hereinafter called "Authority" / "Department") indicated in the BDS will receive funding from Government of India and the State Government / Kochi Municipal Corporation for implementing projects under Smart City Mission of Area Based Development of Kochi Smart city toward the cost of the project named in the BDS. The Authority intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.</p>
3. Eligible Bidders	3.1	<p>This invitation to bid is open to any bidder (including all members of a joint venture and all subcontractors of a bidder) meeting all of the following requirements:</p> <p>(a) A Bidder may be a natural person, private entity or any combination of such entities supported by an agreement in the form of a joint venture (JV). In the case of a JV:</p> <p>(b) A Bidder, and all partners constituting the Bidder, shall have the nationality of Employer's country A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		<p>constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Employer's country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services</p> <p>(c) A Bidder may be a natural person, private entity or any combination of such entities supported by an agreement in the form of a joint venture (JV).</p> <p>In the case of a JV:</p> <ul style="list-style-type: none"> i. unless otherwise specified in the BDS, all partners shall be jointly and severally liable, for the execution of the Contract in accordance with the Contract terms, and ii. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <p>(d) A bidder shall not be affiliated with a firm or entity</p> <ul style="list-style-type: none"> (i) that has provided consulting services related to the Works to either the Employer or the Authority during the preparatory stages of the Works or of the Project of which the Works form a part, or (ii) That has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the contract. <p>(e) A bidder shall be technically qualified for the contract as notified by the Employer.</p> <p>(f) A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by the Employer.</p>
	3.2	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :</p> <p>(a) they have at least one controlling partner in common; or</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		<p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</p> <p>(f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;</p> <p>(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation.</p>
	3.3	Bidder Should not have failed in the last three (3) years to perform on any contract or been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason. (A declaration to this effect shall be furnished).
	3.4	Government-owned entities in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
	3.5	Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
4. Eligible Materials,		Deleted

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
Equipment, and Services		
5. Qualification of the Bidder	5.1	<p>Bidders shall, as part of their bid:</p> <ul style="list-style-type: none"> (i) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and (ii) deleted <p>As a minimum, bidders shall update the following information:</p> <ul style="list-style-type: none"> (a) evidence of access to lines of credit and availability of other financial resources; (b) financial predictions for the current year and the two following years, including the effect of known commitments; (c) work commitments; (d) current litigation information; and (e) Availability of critical equipment.
	5.2	<p>Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:</p> <ul style="list-style-type: none"> (a) the bid shall include all the information listed in Sub-Clause 5.1 ITB above; (b) the bid security, the bid, and in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners; (c) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	<p>(e) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid); and</p> <p>(f) a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid.</p> <p>5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Technical Specifications and the completion time referred to in Sub-Clause 1.2 ITB above.</p>	
6. One Bid per Bidder	6.1	A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
7. Cost of bidding	7.1	The bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring entity / Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.
	7.2	Bidding document can be downloaded free of cost from the website www.etenders.kerala.gov.in . RFP Document Fee / Bid Submission fee / Tender fee specified in BDS shall be paid through online e-Tendering Payment Gateway only (https://etenders.kerala.gov.in) for submission of bid. The RFP document fee / Bid submission Fee / Tender fee shall be non-refundable. Without the payment of Bid Fee, the bids will be taken as incomplete and non-responsive and shall not be considered.
8. Site Visit	8.1	The bidder is advised to visit and examine the areas / site of Works in which the Works / services of this contract shall be carried out and its surroundings and obtain for itself on its own responsibility all

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		information that may be necessary for preparing the bid and entering into a contract for the construction of the Works / services to be provided under the contract. The costs of visiting the Site shall be at the bidder's own expense.
	8.2	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, provided the Bidder gives AUTHORITY adequate notice of not less than 7 (Seven) days prior to such proposed visit. But only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the "Procuring entity" / "Employer" and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	8.3	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
B. Bidding Documents		
9. Content of Bidding Documents	9.1	<p>The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11 ITB:</p> <p>(A) Technical bid (Volume 1) Comprising of-</p> <p><u>Volume 1:</u></p> <ul style="list-style-type: none"> (i) Invitation for Bids / Notice Inviting Tender (NIT) (ii) Section I. Instructions to Bidders(ITB) (iii) Section II. Bid Data Sheet (BDS) (iv) Section III Qualification Criteria (v) Section IV Bidding Forms (vi) Section V. Employer's Requirements / Works requirements including Scope of work, Technical Specifications (vii) Section VI. General Conditions of Contract(GCC) (viii) Section VII. Special Conditions of Contract (SCC) / Contract Data

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		<p>(ix) Section VIII. Annex to Special Conditions- Contract Forms (Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment)</p> <p>(x) Section IX. Drawings</p> <p>(B) Price Bid/ Financial Bid (Volume 2) comprising of-</p> <p>(i) Bill of Quantities (BOQ), Microsoft excel file (.xls format)</p>
	9.2	<p>The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Notice Inviting Tender (NIT) / Invitation for Bids.</p>
	9.3	<p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p> <p>Failure to comply with the requirements of this RFP / Bidding document may render the bid non-compliant and the Bid may be rejected.</p> <p>Bidders must:</p> <ul style="list-style-type: none"> (a) Include all documentation specified in this RFP / Bidding document, in the bid (b) Follow the format of this RFP / Bidding document while developing the bid and respond to each element in the order as set out in this RFP / Bidding document (c) Comply with all requirements as set out within this RFP / Bidding document <p>The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP / Bidding document.</p> <p><i>The Bidder shall furnish through e-tendering all information or documentation required by the Bidding Documents.</i></p>
10. Clarification of Bidding Documents, Pre-Bid Meeting	10.1	<p>A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing (hereinafter, the term "in writing" is deemed to include email and facsimile) at the "Procuring entity"s / "Employer"s e- mail address indicated in the Bid Data Sheet or raise their enquiries before the stipulated date for sending pre-bid queries for the pre-bid meeting if provided for in accordance with Clause 11 ITB.</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	10.2	The "Procuring entity" / "Employer" will respond to any request for clarification that they receive before the stipulated last date and time (indicated in NIT / RFP / Bidding document / Corrigendum -whichever is latest) for sending Pre-bid queries for the scheduled pre-bid meeting. Copies of the "Procuring entity" / "Employer"'s response will be published on e-Tendering Portal as indicated in BDS , i.e. www.etenders.kerala.gov.in , including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the "Procuring entity" / "Employer" shall amend the Bidding Documents following the procedure under Clause 11 ITB and Sub-Clause 22.2 ITB at their discretion.
	10.3	The Bidder's designated representative is invited to attend a pre-bid meeting on the stipulated date and time (indicated in NIT / RFP / Bidding document / Corrigendum -whichever is latest) if provided for in the BDS . The representatives, limited to 3, of the interested organizations may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP / Bidding document and the proposed works / service requirements in reference to the RFP / Bidding document and to clarify issues and to answer questions on any matter that may be raised at that stage. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP / Bidding document and the project.
	10.4	All Bidders shall e-mail their queries to csmltenders@gmail.com in the format of "Form Pre-Bid" as prescribed in Section IV Bidding Forms to reach the Employer before the stipulated date for sending pre-bid queries. Queries received beyond stipulated last date and time will not be considered.
	10.5	Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published on e-Tendering Portal i.e. www.etenders.kerala.gov.in . No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP / Bidding document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 ITB .
	10.6	Non-attendance at the pre-bid meeting will not be a cause for

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		disqualification of a Bidder.
	10.7	AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification especially to those queries which were received beyond the stipulated last date for sending Pre-Bid queries.
	10.8	AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. It may issue supplements to this RFP/ bidding document. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP / Bidding document. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.
11. Amendment of Bidding Documents	11.1	At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
	11.2	Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 9.1 ITB . All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal i.e. www.etenders.kerala.gov.in and shall be part of RFP / Bidding document. The Bidders are advised to visit the e-tendering portal (www.etenders.kerala.gov.in) on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP / Bidding document.
	11.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for the submission of bids at its discretion, pursuant to Sub-Clause 22.2 ITB .
C. Preparation of Bids		

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12. Language of Bid	12.1	The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the bid language stipulated in the Bid Data Sheet (BDS) . Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail/govern.
13. Documents Comprising the Bid	13.1	<p>The bid submitted by the bidder shall comprise the following:</p> <p>(A) Technical bid which contains the following parts in the following order:</p> <ul style="list-style-type: none"> (i) Letter of Technical Bid (ii) Part I - the information required to be furnished as part of Technical Proposal as indicated in Clause 13.2; (iii) Part II - the Bid Security; in accordance with ITB 19; (iv) Part III - where applicable, the joint venture agreement - documents required by Clause 13.3; (v) Part IV - a written power of attorney demonstrating the authority of the person or persons signing the Proposal to bind the Bidder in accordance with ITB 20.2; (vi) Part V - optional, pre-printed literature (required if any); and (vii) the duly filled-in Letter of Technical Bid / Form of Bid; (viii) the Appendix to Bid- Schedule of Adjustment data (ix) The documents required as per the clause no <p>(B) the Financial Bid which consists of:</p> <ul style="list-style-type: none"> (i) Duly Completed- priced Bill of Quantities <p>Any other document required in the BDS.</p>
	13.2	<p>Part I of the Technical bid shall consist of the following sub-parts in the following order:</p> <ul style="list-style-type: none"> (i) a detailed "Methodology" setting out the manner in which

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		the Bidder proposes to carry out the Works and Services;
	(ii)	a detailed "work plan" and "time schedule" for all Works and Services;
	(iii)	a concept for transfer of technology and training of the Employer's staff during the last year of the contract
	(iv)	supporting documentation and technical specifications of all materials and equipment specified in Part F of the Technical Specifications
	(v)	a detailed "Staffing Plan" setting out the Bidder's proposed staffing arrangements;
	(vi)	a description of how the Bidder will work with local contractor(s)
	(vii)	a table entitled "Summary of Staff Qualification" setting out all proposed positions for Key Staff and the qualifications, years of experience and areas of expertise for each of the proposed positions;
	(viii)	a section entitled "Curriculum Vitae" which contains the signed curriculum vitae for each of the Key Staff; and
	(ix)	optional: any other information that may be required

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	13.3	<p>Each Joint Venture Bidder shall submit, as Part III of the Technical Bid, a written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant, which,</p> <ul style="list-style-type: none"> (a) confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal; (b) confirms each joint venture participant's willingness to provide a joint and several guarantee to the Client to underwrite the performance of the joint venture in respect of the Contract; and (c) identifies which joint venture participant, <ul style="list-style-type: none"> (i) will assume the leading role on behalf of the other joint venture participants; and (ii) will have the authority to commit all joint venture participants
	13.4	<p>In addition to the requirements under Sub-Clause 11.1 ITB, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Joint Venture Agreement shall be signed by all partners and submitted with the bid,</p> <p><i>The Bidder shall upload through e-tendering a Technical Proposal / Technical bid as detailed above.</i></p>
14. Letter of Technical Bid and Schedules	14.1	<p>The Letter of Technical Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in this RFP / Bidding document. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under Sub-Clause 20.2 ITB. All blank spaces shall be filled in with the information requested.</p>
15. Alternative Bids	15.1	<p>Bidders shall prepare their bids in accordance with the bidding document. Unless otherwise indicated in the BDS, alternative bids shall not be considered during bid evaluation, except if so indicated in the Bid Data Sheet.</p>
	15.2	<p>When alternative times for completion are explicitly invited, a statement to that effect will be included in the Bid Data Sheet, as will the method of evaluating different times for completion.</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	15.3	Except as provided under Sub-Clause ITB 15.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
	15.4	When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the Bid Data Sheet , as will the method for their evaluating, and described in Section V, Works Requirements / Employer's Requirements .
16. Bid Prices	16.1	Entire works and services as described in Sub-Clause 1.1 shall be based on a Performance Fee. All services are paid for each item of work specified as per the unit rates in the Bill of Quantities (BOQ).
	16.2	<p>The prices quoted by the Bidder in the Bill of Quantities shall conform to the requirements specified below.</p> <p>(i) The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p><i>The Bidder shall fill in unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Bid value.</i></p> <p>(ii) The price quoted in the Price bid ie. Bill of quantities shall be the total price of the bid.</p>
	16.3	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	16.4	<p>Except if the Bid Data Sheet defines the contrary, the prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. The bidder shall furnish the indices and weightings for the price adjustment formulae in the "Appendix to Bid- Schedule of Adjustment data" in the prescribed format included in Section IV Bidding Forms, and shall submit with its bid such other supporting information as required under the Conditions of Contract. The Employer may require the bidder to justify its proposed weightings.</p> <p><i>The Bidder shall furnish the weightings through e-tendering, for the price adjustment formulae in the "Appendix to Bid- Schedule of Adjustment Data". If the same is not furnished it will be deemed as null and void and Contractor shall not claim for the same.</i></p>
17. Currencies of Bid and Payment	17.1	The currency (ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
18. Bid Validity	18.1	Bids shall remain valid for the period specified in the BDS from the latest Technical bid opening date prescribed by the Employer in accordance with Sub-Clause 22.1 ITB . A bid valid for a shorter period shall be rejected by the Employer as non responsive.
	18.2	In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request Bidders to extend the period of validity of their bids for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid for the requested period and also shall extend bid security validity for twenty-eight (28) days beyond the deadline of the extended validity period and in compliance with Clause 19 ITB in all respects.
19. Bid Security	19.1	The Bidder shall furnish as part of its bid, a bid security as specified in the BDS , in original form and, in the case of a bid security, in the amount and currency specified in the Bid Data Sheet (BDS) .
	19.2	<p>If a bid security is specified pursuant to Sub-Clause 19.1 ITB,</p> <p>(i) the bid security shall be substantially in accordance with forms as specified in the Bid Data Sheet (BDS). Out of various forms specified in BDS, at the Bidder's option, the same shall be provided in one of the form. Prescribed</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		Forms / Format of bid security included in Section IV Bidding Forms.
	(ii) The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bids. Further, if requested under Sub-Clause 18.2 ITB , should be valid twenty-eight (28) days beyond the extended validity period of the bids (iii) be payable promptly upon written demand by the employer in case any of the conditions listed in Sub-Clause 19.7 ITB are invoked; (iv) be submitted in its original form; copies will not be accepted; (v) The Bid submitted without Bid Security /EMD (Earnest Money Deposit) , mentioned above, will be summarily rejected	
	19.3 The bid security of a Joint Venture Bidder shall be in the name of the JVA that submits the bid so as to commit fully all partners to the joint venture. Any bid not accompanied by an acceptable bid security as indicated for JV shall be rejected by the Employer as non responsive. 19.4 If a bid security is specified pursuant to Sub-Clause 19.1 ITB , any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non responsive.	
	19.5 If a bid security is specified pursuant to Sub-Clause 19.1 ITB , the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to Clause 41 ITB. 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.	

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	19.7	<p>The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid except as provided in Clause 24 ITB or (b) If a Bidder increases his quoted prices during the period of bid validity or its extended period, if any. (c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. (d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions. (e) If the bidder does not agree to correct arithmetic error. (f) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with Clause 40 ITB; or (ii) Furnish required performance security in accordance with Clause 41 ITB. <p>The decision of AUTHORITY regarding forfeiture of the EMD / Bid security shall be final and binding upon bidders.</p>
20. Format and Signing of Bid	20.1	The entire Bid shall be submitted strictly as per the format specified in this RFP / Bidding document. Bids with any deviation from the prescribed format are liable for rejection. The Bidder shall prepare the documents comprising the bid as described in BDS .
	20.2	The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
	20.3	The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
	20.4	A bid submitted by a JVA shall comply with the following requirements:

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	(a)	be signed so as to be legally binding on all partners and
	(b)	Include the Representatives's authorization consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.
	20.5	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
D. Submission of Bids		
21. Submission of Bids	21.1	Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Bid Data Sheet (BDS) .
22. Deadline for Submission of Bids	22.1	Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS . When so specified in the BDS , bidders shall submit their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS .
	22.2	The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Sub-Clause 11 ITB , in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1	<p>Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be considered and shall not be opened in the e-Tendering system. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Clause 22 ITB Any bid received by the Employer after the deadline for submission of bids shall be rejected, and returned unopened to the Bidder.</p> <p><i>The software of e-tendering system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-tender website www.etenders.kerala.gov.in. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in Clause 22.1 ITB, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Bidder may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.</i></p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
24. Withdrawal, Substitution, and Modification of Bids	24.1	No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the Letter of Technical Bid or any extension thereof. Entire Bid security / EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.
E. Bid Opening And Evaluation		
25. Bid Opening- Technical Bids	25.1	The Employer shall open the Technical bids in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS . Electronic bid opening will be carried out first. The bidders' representatives who are present during Technical bid opening shall sign a register evidencing their attendance. The prescribed original documents specified and submitted in hard copy will be opened and signed by authorized representatives of Employer.
	25.2	The Employer shall announce the Bidders' names at the opening of the Technical bid as well as whether the Bid Security (EMD) is contained in the Bidder's Technical Bid. The Financial Bid of all Proposals shall remain unopened until Technical bids are evaluated for fulfillment of qualification criterias until financial bids are opened in accordance with Clause 26 ITB . No bid shall be rejected at bid- opening except for late bids pursuant to Clause 23 ITB .
	25.3	Only bids that are opened and read out at bid opening shall be considered further.
	25.4	The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.2 ITB .
	25.5	Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
26. Bid Opening- Financial Bids	26.1	After the evaluation of the Technical Bids, the Employer shall determine a date and time on when the Employer shall open the Financial Bids of the Substantially Responsive Bidders and shall, <ul style="list-style-type: none"> (a) notify the Bidders of the date and time of the opening of the Financial Bids online; (b) carry out the opening of the Financial Bids of the Qualified Bidders and the announcement of the Qualified Bidders' names and quoted prices in the presence of the Bidder's representatives who choose to attend the Financial bid opening;

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		and (c) Financial Bid of the Bidders who failed to comply with the technical requirements will remain unopened. 26.2 Bidders' representatives who attend the opening of the Financial Bids shall sign a register to record their attendance. 26.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause
27. Process to be Confidential	27.1	Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. Information on Contract award will be published on e-tender portal.
28. Clarification of Bids and Contacting the Employer	28.1	To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with Clause 31 ITB .
	28.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected. 28.3 Notwithstanding Sub-Clause 27.2 ITB , from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

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29. Deviations, Reservations, and Omissions	29.1	<p>During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
30. Determination of Responsiveness	30.1	<p>The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 13 ITB. Further the general conditions leading to disqualification of the Bid are as specified in the BDS.</p>
	30.2	<p>A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p>
	30.3	<p>The Employer shall examine the technical aspects of the bid submitted in accordance with Clause 13 ITB. Technical Proposal, in particular, to confirm that all requirements of Section V Employer's requirements / Works Requirements have been met without any material deviation, reservation or omission.</p>
	30.4	<p>If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
31. Nonmaterial Nonconformities	31.1	Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission.
	31.2	Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
32. Evaluation of Technical bids	32.1	<p>The Employer will evaluate the Technical bids received prior to the Submission Deadline and opened in accordance with Clause 25 ITB in accordance with the following process:</p> <ul style="list-style-type: none"> (a) prior to the detailed evaluation of bids, the Employer will determine whether each Technical bid (a) meets the eligibility criteria stipulated in the RFP/ bidding document (b) has been properly signed; (c) is accompanied by the required securities; (b) the Employer will examine each Technical bid submitted to determine whether the Technical bid is complete and Substantially Responsive to the Bidding Documents; (c) the Employer will evaluate the Technical bids based on the evaluation criteria provided in the Bidding Data Sheet. The use of other criteria shall not be permitted. The Employer reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the successful implementation of the contract. The Technical bids that have met the evaluation criteria will be considered as Substantially Responsive Bids.
	32.2	A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works and Services; (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
	32.3	If a bid is not substantially responsive, it will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation and will not be considered for evaluation further.
	32.4	Only Technical bids that pass all evaluation criteria shall be determined as "substantially responsive bids" and be considered for financial evaluation.
	32.5	Technical bids failing to meet the evaluation criteria shall not be considered further in the evaluation process and their financial proposals shall be returned unopened
33. Correction of Arithmetical Errors	33.1	The Employer shall open the Financial Bids of the Substantially Responsive Bidders ie. technically qualified bids, in accordance with Clause 26 ITB . The Employer shall examine each such Financial Bid to determine whether it is complete and responsive to the Bidding Documents.
	33.2	<p>Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the total price for the line item that is obtained by multiplying the unit price and quantity, the unit price as quoted shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p><i>Once the Bidder key in the rates in figures, in the Bill Of Quantities provided, rate in words will be auto generated by the system.</i></p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p><i>Once the Bidder key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.</i></p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to</p>

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		(a) and (b) above.
	33.3	The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 19.7 (e) .
34. Evaluation of Bids	34.1	The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	34.2	The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Sub-Clause 33.1 ITB .
	34.3	To evaluate a bid, the Employer shall consider the following: <ul style="list-style-type: none"> (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities,; (b) making correction of arithmetic errors in accordance with Sub-Clause 33.1 ITB ; (c) the evaluation factors indicated in BDS and Section III, Qualification Criteria;
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
35. Comparison of Bids	35.1	The Employer shall compare all substantially responsive bids in accordance with Clause 34 ITB to determine the lowest evaluated bid.

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36. Qualification of the Bidder	36.1	The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either meets the qualifying criteria specified in Section III Qualification Criteria .
	36.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13 ITB .
	36.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	37.1	The AUTHORITY / Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.
	37.2	In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	37.3	Non Exclusive: AUTHORITY reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.
	37.4	Failure of the successful bidder to agree with the Terms & Conditions of the Bidding document / RFP shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh Bidding document / RFP.
F. Award of Contract		
38. Award Criteria	38.1	Subject to Sub-Clause 37.1 ITB , the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document pursuant to Clause 34 ITB , provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Notification of Award	39.1	Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.
	39.2	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
	39.3	Upon the successful bidder's furnishing of the performance security pursuant to Clause 41 ITB , the Employer will promptly notify on the website of Authority / e-tender website mentioned in Bid data sheet , the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to Clause 19 ITB .
	39.4	The Employer shall publish in Authority / e-tender website mentioned in Bid data sheet of the results of the bidding and shall publish the results identifying the bid and the following information: <ul style="list-style-type: none"> (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) Name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
	39.5	The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Sub-clause 39.1 ITB , requests in writing the grounds on which its bid was not selected.
40. Signing of Contract	40.1	At the same time that the Employer notifies the successful bidder that its bid has been accepted, Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
	40.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer together with the required performance security including additional

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		performance security towards unbalanced rates quoted by the bidder.
	40.3	Upon fulfillment of Sub-Clause 39.2 , the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Clause 19 ITB .
41. Performance Security	41.1	Within twenty-eight (28) days of the receipt of notification of award / Letter of Acceptance from the Employer, the successful Bidder shall furnish to the Employer the performance security in the form stipulated in the Bid data sheet and in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section VIII, Annex to the Special Conditions - Contract Forms .
	41.2	If it is stipulated in the Bid Data Sheet (BDS) that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either (a) at the bidder's option, by a bank located in the country of the Employer
	41.3	Failure of the successful Bidder to submit the above-mentioned Performance Security-to comply with the requirements of Clauses 40 or 41 ITB or sign the Contract shall constitute a breach of Contract and constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
42. Disputes Resolution Method	42.1	The disputes resolution method (i.e., the Disputes Resolution Board or the Disputes Resolution Expert) is indicated in the Bid Data Sheet . The Employer and the successful bidder will select Disputes Resolution Board members or the Disputes Resolution Expert, as the case may be, according to the procedure set forth in the Conditions of Contract.
43. Fraud and Corruption	43.1	The Employer requires that beneficiaries as well as bidders, suppliers, and contractors and their subcontractors under this contracts, observe the highest standard of ethics during the procurement and execution of

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		<p>such contracts. ¹ In pursuance of this policy, the Employer :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice"² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice"³ means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice"⁴ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "coercive practice"⁵ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Authority's investigation into allegations of a corrupt, fraudulent, coercive or</p>

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

³ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a "party" refers to a participant in the procurement process or contract execution.

<u>Clause</u>	<u>Sub-Clause</u>	<u>Provision</u>
		collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
	(bb)	acts intended to materially impede the exercise of the Authority's inspection and audit rights provided for under sub-clause below.
	(b)	will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
	(c)	will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the contract.

Section II. Bid Data Sheet

Section II. Bid Data Sheet

A. General	
ITB 1.1	The number of the Notice inviting Tender(NIT) / Invitation for Bids (IFB) is : <u>CSML/EDUCATION/CCHSS/RFP/01</u> Date: 08/03/2019
ITB 1.1	The Employer / Procuring Entity is: <u>Managing Director, Cochin Smart Mission Limited (CSML) Kochi, Kerala</u>
ITB 1.1	The name of the Work is: <u>Higher Secondary Block, Central Calvathy GHSS, Fort Kochi</u> The identification number of the Bid is: <u>CSML/EDUCATION/CCHSS/RFP/01</u> Date: 08/03/2019
ITB 1.1	<p>Broad Summary of the Works, Services to be provided are indicated below:</p> <p>However, for detailed scope of work refer Section V Employer's requirements / Works requirements</p> <p>The Scope of Civil & Architectural works include but not limited to:</p> <p>New construction works of RCC including centring, shuttering, reinforcement.</p> <p>New brickwork, plaster, RCC works, POP, painting (internal and external), doors and windows.</p> <p>Site preparation, excavation, construction of foundation, substructure, superstructure, all Architectural finishing works including putty and paint. Suitable tests to ensure the bearing capacity of proposed foundation should be conducted as per the relevant IS codes should be carried out at the cost of contractor. The method of testing and procedure should be submitted along with the structural design.</p> <p>Providing provisions for MEP service installations.</p>

ITB 1.2	<p>Period during which works and services are to be provided:</p> <p>(A) <u>Execution Phase</u>: 06 months (including monsoon period) It includes:</p> <ul style="list-style-type: none"> (i) Carrying out comprehensive investigations, survey, preparation and submission of working drawings (ii) Supply, Execution, installation, testing and commissioning of all Civil & pre fabricated elements & required electrical, plumbing, sanitary & mechanical infrastructures: <p>(B) <u>Defects liability period</u>: 36 months (including monsoon period) after completion of work.</p>
ITB 2.1	The Authority / Implementing agency / Department is: <u>Cochin Smart Mission Limited (CSML)</u>
ITB 2.1	The name of the Project is: <u>Higher Secondary Block, Central Calvathy GHSS, Fort Kochi</u>
ITB 3	<p>This bidding is open to interested Bidders satisfying the eligibility criteria indicated in the Qualification Criteria.</p> <p>The JV / Consortium is allowed up to 3 partners including the lead member. Out of the 3 members, one must have experience in Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method who can be an indian entity or international technology provider.</p>
ITB 3.1 b	One of the JV / Consortium partner may be an International Entity who has experience in executing the Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method for building construction nationally or internationally. Such International technology provider can not be the lead member of JV / Consortium.
ITB 7.2	<p>RFP Document Fee / Bid fee / Tender fee: <u>Rs. 11,800 (Rupees Eleven Thousand Eight Hundred Only)</u></p> <p>For submission of bid, shall be paid through: <u>online e-Tendering Payment Gateway only (https://etenders.kerala.gov.in)</u>.</p>
B. Bidding Documents	

ITB 10.1	<p>For <u>clarification purposes</u> only, the Employer's address is</p> <p>Attention: Managing Director, Cochin Smart Mission Limited (CSML),</p> <p>Street Address: Revenue Tower, Park Avenue,</p> <p>Floor / Room number: 10th Floor,</p> <p>City: Kochi</p> <p>ZIP Code: 682 011</p> <p>Country: India</p> <p>Telephone Number: +91-0484-2350355</p> <p>Facsimile number: +91-0484-2380980</p> <p>Electronic mail address: csmltenders@gmail.com</p> <p>Clarification shall be sent thorough e-mail indicated above.</p>
ITB 10.2	<p>Copies of the Pre-bid minutes (response) and addendum will be published on e-Tendering Portal: www.etenders.kerala.gov.in.</p>
ITB 10.3	<p>A Pre-Bid meeting <u>will</u> take place at the following date, time and place:</p> <p>Date: <u>26th March 2019.</u></p> <p>Time: <u>3:00 p.m.(IST)</u></p> <p>Place:</p> <p style="text-align: center;">Office of the Managing Director, Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi 682 011 Kerala, India.</p>
C. Preparation of Bids	

ITB 12.1	The language of the bid is: <u>English</u>
ITB 13.1	The Bidder shall submit with its bid the following additional documents: <u>Nil</u>
ITB 15.1	Alternative Bids <u>will not be</u> permitted.
ITB 15.2	Alternative times for completion <u>will not be</u> permitted.
ITB 15.4	Alternative technical solutions <u>shall be</u> permitted
ITB 16.3	<p>Add the following note at the end of ITB Clause 16.3:</p> <p>"Note (only if applicable): Bidders may like to ascertain availability of excise/custom duty exemption. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV Bidding Forms of the bidding documents. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as per form stipulated. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods / construction equipment for which certificate is required is Nil.</p> <p>To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. The certificate will be issued within 60 days of signing of the contract for material pertaining to BOQ quantities, equipment and machinery. In case of materials pertaining to Variation items and quantities the certificate shall be issued only on request from the contractor when in need and duly certified by the Engineer and no subsequent charges will be permitted.</p> <p>If the bidder has considered the customs / excise duty exemption for materials / construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.</p> <p>The bids which do not conform to the above provision or any condition by the bidder which makes the bid subject to availability of customs / excise duty exemption for materials / construction equipment or compensation on withdrawal of or any variation to the said exemptions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment / machinery / goods as a result of the above shall not be entertained as reason for granting any extension of time".</p>

ITB 16.4	The prices quoted by the Bidder <u>shall NOT be subject to Price Adjustment</u>		
ITB 17.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>A. Bidders to quote entirely in local currency: The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <u>Indian Rupees</u>, the name of the currency of the Employer's country, and further referred to as "the local currency".</p> <p>B. Payment currency (ies) shall be in <u>Indian Rupees</u>.</p>		
ITB 18.1	The bid validity period shall be <u>180 days</u> . [from the latest date fixed for the Technical Bid opening in accordance with Clause 22 ITB]		
ITB 19.1	<p>A bid security <u>shall be</u> required.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be <u>INR 4.67 Lakh, Indian Rupees</u>.</p>		
ITB 19.2	<p>Acceptable Bid securities / Earnest Money Deposit (EMD) to be provided are as follows :</p> <ul style="list-style-type: none"> ◆ <u>In the form of: Bank Guarantee</u> ◆ <u>Issued by:</u> a scheduled commercial bank in India drawn in favour of <u>Managing Director, Cochin Smart Mission Limited, Payable at Kochi.</u> ◆ <u>Validity of Bid security:</u> In case of bid security being provided in the form of Bank guarantee, it shall originally be compulsorily valid for <u>twenty-eight (28) days beyond the original validity period (which starts from latest date of Technical Bid opening) of the bid,</u> ie. Minimum 180 days + 28 days. Otherwise bids are likely to be rejected. <p>Format of the Bid security is provided in Section IV Bidding Forms of the bidding documents.</p> <p>Refer "APPENDIX-1 (For e-tender)" for important guidelines on e-tender procedure.</p> <p>Note: For more details on payment procedures refer help wizard and FAQ for e- payments available on the e- tender website www.etenders.kerala.gov.in.</p> <p><i>With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.</i></p> <p><i>SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.</i></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; text-align: center;">Bank</td> <td style="width: 50%; text-align: center;">Axis Bank Limited</td> </tr> </table>	Bank	Axis Bank Limited
Bank	Axis Bank Limited		

	<table> <tr> <td>Account name</td><td>COCHIN SMART MISSION LIMITED</td></tr> <tr> <td>Account Number</td><td>918020079716734</td></tr> <tr> <td>IFSC Code</td><td>UTIB0000081</td></tr> <tr> <td>Branch</td><td>Kochi Branch</td></tr> <tr> <td>Swift Code</td><td>AXISINBB081</td></tr> </table>	Account name	COCHIN SMART MISSION LIMITED	Account Number	918020079716734	IFSC Code	UTIB0000081	Branch	Kochi Branch	Swift Code	AXISINBB081
Account name	COCHIN SMART MISSION LIMITED										
Account Number	918020079716734										
IFSC Code	UTIB0000081										
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ITB 19.3	The bid security of a Joint Venture Bidder shall be: <u>in the name of the JVA that submits the bid so as to commit fully all partners to the joint venture</u> . Any bid not accompanied by an acceptable bid security as indicated for JV shall be rejected by the Employer as non-responsive.										
ITB 19.5	<p>Add the following at the end of this Clause:</p> <p>If bid security is received in the form of BG, then it will be returned in the same form.</p>										
ITB 20.1	<p>The number of hard copies of bid is: <u>Nil as Not Applicable.</u></p> <p>Bids shall be submitted: <u>online only</u> through Online e-Tendering website (https://etenders.kerala.gov.in) <u>only- except for the original hard copy of Bid security, Power of attorney, Joint Venture Agreement, Letter of Bid as indicated below:</u></p> <p>Bidders are required to submit offer in Two covers, namely</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><input type="checkbox"/> Cover –I: comprising Tender Fee, Bid security, Power of Attorney, Joint Venture Agreement, Letter of Technical Bid, Qualification fulfilment supporting documents and Technical Bid And</p> <p><input type="checkbox"/> Cover –II: comprising Price Bid / Financial Bid.</p> </div> <p>Details are as follows:</p> <p>(A) Online Submission [through e-tender website: http://etenders.kerala.gov.in]</p> <p><u>Cover –I (Tender Fee, Bid security, Power of Attorney, Joint Venture Agreement, Qualification fulfilment supporting documents and Technical Bid)</u></p> <p>(i) Tender Fee - To be paid online at http://etenders.kerala.gov.in only.</p> <p>(ii) Bid Security / EMD – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in Bid document. The scanned copy of Bid security / (EMD) to be uploaded in the e-tender website (<u>i.e.</u></p>										

www.etenders.kerala.gov.in). Also, Power of Attorney (PoA) and Joint venture agreement (in case of JV) to be scanned and uploaded in the e-tender website

(iii) Prequalification including Technical Bid – Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.

- (a) The scanned copy of the NIT/ RFP/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
- (b) Notorized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of filled details in specified various forms, Letter of Technical Bid, including any / all other requirement specified in RFP / bidding document forming Technical Bid
- (c) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

Cover –II (Price Bid / Financial Bid)

(iv) Duly filled and completed Price Bid / Financial Bid

- (a) Bidders are requested to quote rates in the Finance Bid (BOQ) ie. Bill of Quantities (BOQ) file provided (in .xls format) only.
- (b) Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
- (c) Bidder shall not quote/mention rates anywhere else in the tender other than BOQ
- (d) In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhereelse otherthan in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected

(B) Hard copy [Originals to be submitted at Employer’s address]

In addition, however only following hard copies to be submitted:

Original Bid security / EMD and original power of attorney, Joint venture agreement (in case of JV), Letter of Technical Bid, Financial Bid affidavits & undertakings in original to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.

Preparation of Bid:

- (i) *The Bidder shall prepare the complete bid comprising of documents indicated in **Clause 13 & 14 ITB**, along with scanned copies of requisite certificates those are mentioned in **Section I, Section II & Section IV** of the bid document and scanned copy of Bid Security in case it is provided in the form of unconditional bank guarantee*

	<p>(ii) As specifically indicated the documentary evidences to be uploaded, those are indicated in Section I & III shall be filled & signed. The various forms indicated in Section IV shall be downloaded, filled, signed (if specifically mentioned) scanned & uploaded to the e- procurement website www.etenders.kerala.gov.in. Also, tenderer should take a print out of the declaration letter provided in the e- procurement website, on company letter head and should sign, stamp and upload the same to the e- procurement website</p> <p>(iii) A bid submitted by a JVA shall comply with the following requirements</p> <p>a) be signed (wherever specifically indicated) & uploaded to the e- tender / e- GP website, so as to be legally binding on all partners and</p> <p>b) Include the Representatives's authorization consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA & be uploaded to the e-GP website www.etenders.kerala.gov.in.</p>		
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <u>written power of attorney authorizing the signatory of the Bid.</u></p> <p><u>Board resolution copy of the Company on authorization, shall also be furnished.</u></p>		
D. Submission of Bids			
ITB 22.1	<p>For <u>bid submission purposes</u> only, the Employer's address is :</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Online bid submission to be made only through</td><td style="width: 50%; text-align: center;">http://etenders.kerala.gov.in</td></tr> </table> <p>The deadline for online bid submission is:</p> <p>Date: 11th April 2019, Time: <u>5:30 p.m.(IST)</u></p> <p>NOTE: The bid validity period shall be <u>180 days.</u> [from the date fixed for the latest Last date of online bid submission.]</p>	Online bid submission to be made only through	http://etenders.kerala.gov.in
Online bid submission to be made only through	http://etenders.kerala.gov.in		

For hard copy submission of-Original Bid security / EMD and original power of attorney

Attention:	Managing Director, Cochin Smart Mission Limited (CSML),
Street Address:	Revenue Tower, Park Avenue,
Floor/Room number:	10th Floor,
City:	Kochi
ZIP Code:	682 011
Country:	India

The deadline for submission of original EMD and Power of Attorney (Hard copy) is:

Date: 15th April 2019 Time: 2:00 p.m.(IST)

Bid submission procedure:

Bidders shall submit their bids electronically.

Bidders submitting bids electronically shall follow the electronic bid submission procedures specified below:

- URL of the Website for bid submission through e-tender & Address for submission of Hard copy of Bid security (only if bid security is provided in the form of unconditional bank guarantee), power of attorney and Joint Venture agreement (In case of JV) are as follows:*

(i). www.etenders.kerala.gov.in

**(ii). Managing Director
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682 011
Kerala, India**

2. The details related to submission of Bids, downloading / uploading of documents or other details are available online in the help wizard, & FAQ of above website.

The Bids should be uploaded only through e-tender in two cover system.

Bid should contain:

A. Technical bid consisting of following:

- (I) Completed Qualification Requirement Statement (as mentioned in **Section III**) with documentary evidences & other documents / information, those are mentioned in different sections in the bid shall be downloaded. The required particulars are to be filled by the bidder scanned & uploaded to the e tender website. The bidder shall download the forms, fill up the details at the specified location in the same sheet, scan and upload the same file/ document on to the e-tender website.

Also,

- (a) Documents comprising Bid in accordance with **Clause 13 ITB**, Letter of Bid & Schedules in accordance with **Clause 14 ITB**, power of attorney and Joint Venture agreement (In case of JV), documents comprising the technical proposal documents establishing the qualification of the Bidder in accordance with **Clause 36 ITB**,
 - (b) documents fulfilling Qualification criteria in accordance with **Section III**
 - (c) In accordance with **Section IV Bidding forms**- shall be downloaded, filled with required details, signed, scanned & uploaded to the e-tender website www.etenders.kerala.gov.in on or before the time and date indicated in NIT / **Section I ITB**.
- (II) **Bid security:** Bid security in the form of unconditional bank guarantee (if provided in the form of BG), the details like reference number, date, name of the Bank and drawn in favour are to be registered on the e-tender website www.etenders.kerala.gov.in
- (III) **Power of Attorney:** It shall be scanned & uploaded to the e-tender website www.etenders.kerala.gov.in
- (IV) In case of Joint Venture, Joint venture agreement shall be signed, scanned & uploaded to the e-tender website www.etenders.kerala.gov.in

Note: For more details on payment procedures refer FAQ for e- payments available on the e- tender website www.etenders.kerala.gov.in

The above documents along with notarized copies of documentary evidences indicated in Section—I ITB, & Section-III Eligibility & Qualification Criteria & Section- IV Bidding forms shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document

B. Price Bid / Financial Bid consisting of following:

The Price Schedule / Bill Of Quantities with the file in .xls Microsoft Excel format.

The bidder shall download the Bill Of Quantities file, key in the rates (in figures only) in the same schedule and upload the same file on to the website on or before the stipulated time and date of submission of Bid.

In case, Bid security is provided in the form of unconditional bank guarantee, scanned copy of the same is to be uploaded to the e- tender website www.etenders.kerala.gov.in and the original unconditional bank guarantee should be dropped in the tender box (giving details on the name of work to which Bid is submitted) placed at office of the Managing Director, CSML Kochi, as indicated in the Bid Data Sheet before the last date & time for such submission. In case of failure of the Bidder to submit the same within stipulated time, or failure of confirmation of transfer of Bid security in case of e payment, their Bid will be rejected.'

Upon submission of bids, Unique Identification Number will be automatically generated by the server with time -stamp and sent to the account of the bidder as an acknowledgement after bidder finally uploads the bids

Also Refer "APPENDIX-E TENDER (For e-tender)" for important guidelines on e-tender procedure / submission.

ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this Bidding document / RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

E. Bid opening and Evaluation

ITB 25.1	<p>The Technical bid opening shall take place at:</p> <table border="1" data-bbox="368 405 1342 831"> <tr> <td>Attention:</td><td>Office of Managing Director, Cochin Smart Mission Limited (CSML),</td></tr> <tr> <td>Street Address:</td><td>Revenue Tower, Park Avenue,</td></tr> <tr> <td>Floor/Room number:</td><td>10th Floor,</td></tr> <tr> <td>City:</td><td>Kochi</td></tr> <tr> <td>ZIP Code:</td><td>682 011</td></tr> <tr> <td>Country:</td><td>India</td></tr> <tr> <td>Date:</td><td>15th April 2019, 2018.</td></tr> <tr> <td>Time:</td><td>3:00 p.m.(IST)</td></tr> </table> <p>In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, AUTHORITY will continue with the bid opening process process.</p>	Attention:	Office of Managing Director, Cochin Smart Mission Limited (CSML),	Street Address:	Revenue Tower, Park Avenue,	Floor/Room number:	10 th Floor,	City:	Kochi	ZIP Code:	682 011	Country:	India	Date:	15th April 2019, 2018.	Time:	3:00 p.m.(IST)
Attention:	Office of Managing Director, Cochin Smart Mission Limited (CSML),																
Street Address:	Revenue Tower, Park Avenue,																
Floor/Room number:	10 th Floor,																
City:	Kochi																
ZIP Code:	682 011																
Country:	India																
Date:	15th April 2019, 2018.																
Time:	3:00 p.m.(IST)																
ITB 25	<p>The hard copy submissions of Bid security, power of attorney and Joint Venture Agreement (in case of JV) <u>shall</u> be initiated by <u>three</u> representatives of the Employer attending Bid opening.</p>																
ITB 25.5	<p>Add the following at the end of this Clause:</p> <p>Bid opening shall be conducted in 2 (Two) Stages;</p> <ul style="list-style-type: none"> ▪ Stage 1 – (A) RFP Document fee & Bid Security/EMD, Technical Proposal including Pre-Qualification Proposal (B) Technical Presentation to be given by technically qualified bidders ▪ Stage 2 – The bidders who are technically qualified will be shortlisted for opening of Financial Proposal 																

	<p>a) Bid of those bidders who have not submitted "Bid Security" and "Fee of Bid Document submission" shall not be opened.</p> <p>b) Bids of those Bidders who have not submitted valid "Bid Security" and valid "Cost of Bid Documents" shall be considered as non-responsive and liable to be rejected summarily.</p> <p>c) Any Bid not containing the required documents and not fulfilling the qualification criteria indicated in the Bidding Document / Tender document / RFP shall be summarily rejected</p> <p>d) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid security / EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.</p> <p>e) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).</p>
ITB 26	The Financial Proposals of only those bidders who scores equal to or more than 70 (Seventy) marks in Technical Evaluation will be opened.
ITB 30.1	<p>Add the following at the end of this Clause:</p> <p>The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Bid document:</p> <p>a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices</p> <p>b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP</p> <p>c) Bid is received in incomplete form</p> <p>d) Bid is not accompanied by all the requisite documents</p> <p>e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any</p> <p>f) Financial bid is enclosed with the same document as technical bid.</p> <p>g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process</p>

	<p>h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately</p> <p>i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified</p>
ITB 32.1 (c)	<p>The evaluation criteria mentioned in Section III: Qualification Criteria, shall be used for evaluation of the Technical bid of the bidder. The Technical bid not complying with the requirements specified in Section III, shall be considered as non-responsive and shall be rejected.</p> <p>The following criteria shall also be used in evaluation of Technical bids on a pass/fail basis. The Technical bids complying with each of the criteria shall be evaluated as "pass" and the Technical bids which do not comply with any of the criteria shall be evaluated as "fail". The failure in meeting these criteria will not be considered as a cause of rejection of bid;</p> <p>(i). Methodology must be clear, provide sound solutions and demonstrate a comprehensive approach for the entire scope of services.</p> <p>(ii). Methodology must provide sufficient level of detail to demonstrate a good understanding of local conditions and possible implementation problems specific to Employer.</p> <p>(iii). Methodology must include detailed information about the logistics for contract implementation (material management; location, size and numbers of offices and stores)</p> <p>(iv). Work plan must be comprehensive and must include a detailed time schedule for each activity under the Services.</p> <p>(v). The concept of transfer of knowledge having innovative aspects and applicable to Employer and training arrangements for Employer's staff must be clearly provided including number and skills of staff to be trained and means of training.</p> <p>(vi). The proposed materials and equipment must comply with the requirements and standards specified in the Technical Specifications.</p> <p>(vii). The staffing plan must provide, at minimum, numbers, inputs, positions and responsible tasks of all staff.</p> <p>(viii). Key staff must be competent and experienced and must meet the minimum qualification requirements specified in the Technical Specifications.</p>

ITB 34.2	<p>Add the following at the end of this Clause:</p> <ul style="list-style-type: none"> (a) Employer / AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders (b) The BEC constituted by AUTHORITY shall evaluate the responses to the Bidding document / RFP (Technical Bid, and financial Bid) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. (c) The decision of the BEC in the evaluation of responses to the Bidding document / RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee. (d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder. (e) The BEC reserves the right to reject any or all proposals on the basis of any deviations. (f) Each of the responses shall be evaluated as per the criteria and requirements specified in this Bidding document / RFP. (g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.
F. Award of Contract	
ITB 39.3/ 39.4	<p>website of Authority is: http://csml.co.in/tenders</p> <p>e-tender website is: http://etenders.kerala.gov.in</p>
ITB 41.1	<p>Standard form and amount of performance security acceptable to the Employer.</p> <ul style="list-style-type: none"> (i) Unconditional Bank Guarantee in the amount of [10]% of the Accepted Contract Amount
ITB 41.4	<p>Add the following in this Clause:</p> <ul style="list-style-type: none"> (i). In the event of the Bidder being unable to carry out works as per the contract for whatever reason Employer / AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Employer / AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to Employer / AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Employer / AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.



	(ii). AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
ITB 42.1	Disputes Resolution Method: Disputes Resolution Board consisting of <u>3 members</u> . The method and procedure is mentioned in Conditions of Contract .

APPENDIX-E TENDER (For e-tender)

Important Guidelines to be followed / ensured for e-tender related activities through e- procurement portal of Government of kerala ie. e-GP website www.etenders.kerala.gov.in

- (1) Only online bids are invited. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the e-Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only (Except for the documents stipulated in BDS) and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated.
- (2) A bid submission fee / Tender fee indicated in Invitation for bid / Notice inviting tender (NIT) shall be remitted online during the time of bid submission.
- (3) The hard copies of original Bid security, Power of attorney, Joint Venture agreement, Letter of Technical Bid pertaining to Technical proposal shall be submitted subsequently after online submission of bids in a separate cover before the stipulated date and time of submission in addition to online submission. Price Bid shall only be submitted through online.
- (4) The Tender Inviting Authority/Employer shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- (5) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) shall be furnished along with the tender.
- (6) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website.
- (7) Ineligible bidder or bidders who do not possess active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.
- (8) All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/ Annexure of this tender.
- (9) The tender document(s), may be downloaded free of cost from the e-Government procurement (e-GP) website (www.etenders.kerala.gov.in). However a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
- (10) All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- (11) All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances unless otherwise specified.

- (12) The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the Employer shall not be responsible for any kind of such issues faced by bidder.
- (13) The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- (14) The bidder is expected to examine carefully all instructions, Bid Data Sheet, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications/ Works requirements, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.
- (15) The online bid submitted by the bidder shall comprise the following:
- (a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
 - (b) Online payment of bid submission fee as detailed in the e-tender web site.
 - (c) Bid Security payment details.
 - (d) Copy of Registration Certificate duly attested.
 - (e) Power of attorney
 - (f) Joint Venture Agreement (in case of JV)
 - (g) Technical Bid including qualification fulfillment supporting documents
 - (h) Financial bid comprising Priced Bill of Quantities.
- (16) For e tenders, Bidders shall remit the Bid submission fee (Tender Fee) using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website www.etenders.kerala.gov.in for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. CSML/NIC/SBI/KSITM shall not be responsible for any kind of delay in payment status confirmation.
- (17) For Bid security, as detailed in BDS, the Bid security in specified form, amount with required validity shall be scanned and uploaded on e-tender website <http://www.etenders.kerala.gov.in> within the stipulated date and time for online submission of the Bids.
- (18) The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and

documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e-tenders portal.

- (a) Copy of remittance towards bid submission fee and Bid Security.
 - (b) Self attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies
 - (c) Duly filled and signed copy of bid submission letter / Letter of Technical Bid as per bid document.
 - (d) Duly filled and signed copy of Technical Bid including qualification fulfillment supporting documents as per bid document.
 - (e) Duly filled and signed copy of Appendix to Bid as per bid document.
 - (f) Duly filled and signed copy of requisition for e-payment form as per bid document.
 - (g) Any other relevant information with testimonials.
 - (h) The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
 - (i) In addition to the above, the bidder shall upload a complete set of bid document with NIT, Corrigendum, Prebid minutes and Addendum and sections from 1 to IX using his digital signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.
 - (j) Price bid: This shall contain only the duly filled BoQ-file in MS-Excel format and shall be uploaded using the digital signature of the bidder in the e-tenders portal.
- (19)** After the submission of bid online in the e -tenders portal, the hard copies of the following are to be submitted to the Tender Inviting Authority.
- i. Copy of remittance towards bid submission fee and Original copy of Bid Security and original power of attorney
 - ii. Copy of confirmation of bid submission in the e-tenders portal.

The above documents shall be send to the Employer's office address (as given in the [BDS](#)) by in such a way that it shall be delivered to the Tender box (as given in the [BDS](#)) of Tender Inviting Authority before the submission deadline. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the stipulated date and time.

- (20)** The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid of technically qualified bidders in the presence of bidders or their authorised representatives at notified date and time.
- (21)** The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e- procurement process
- (22)** In case of any queries on e-tender, Contact below mentioned helpdesk services:

e-tender helpdesk of Kerala IT Mission:	Phone number : 0484-2332262
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Section III. Qualification Criteria

Section III. Qualification Criteria

This Section contains the criteria that the “Employer” / “Procuring Entity” shall use to evaluate bids and qualify Bidders. In accordance with **Clause 34 ITB and Clause 36 ITB**, methods or Qualification criteria included in this section shall be used. The Bidder shall provide all the information requested in the forms included in **Section IV, Bidding Forms**.

A. Evaluation

In addition to the criteria listed in **Clause 34 ITB** the following criteria shall apply:

1. Bid opening shall be conducted in 2 (Two) Stages;
 Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 Stage 2- Financial Proposal
2. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
3. The Financial Proposals of only those bidders will be opened who scores equal to or more than 70 (Seventy) marks in Final Technical Evaluation.
4. The bidder could be either a manufacturer or an authorized supplier of Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method. One bidder can give offer with the authorization of only one manufacturer only. Multiple authorizations shall not be acceptable. However a manufacturer can give its authorization to more than one bidder. If manufacturer directly submits the bid he cannot submit more than one bid (whether as sole bidder or in consortium).
5. The manufacturer should be any national or international company which has proven experience in Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method.

EVALUATION OF PRE-QUALIFICATION PROPOSALS

1. Employer shall open “RFP Document Fee and Earnest Money Deposit (EMD)”. If the contents are as per requirements of the RFP, EMPLOYER shall mark “Pre-Qualification Proposal”. Each of the Pre-Qualification condition mentioned in the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. The Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the RFP.
3. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in the RFP.
4. The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

(i) Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Section V (Employer's Requirements / Works requirements).**

The evaluation will include an assessment of the Bidder's capacity to meet the requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded

EVALUATION OF TECHNICAL PROPOSAL

- a) The evaluation of the Technical Proposals will be carried out in the following manner:
- b) Employer will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Evaluation Stage I by EMPLOYER's discretion.
- c) Bidders' Project Design Capability or Technical Bid Evaluation Stage-II will be evaluated as per the requirements and guidelines specified in the RFP and technical evaluation criteria as mentioned in the RFP.
- d) Bidders shall make the technical presentation and showcase proposed products to Employer as per the parameters mentioned in the table
- e) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- f) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.
- g) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- h) Employer reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) EMPLOYER reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k) EMPLOYER shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

(ii) **Alternative Completion Times: Not applicable**

(iii) **Technical alternatives : applicable**

B. Pre - Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

1.1 Eligibility

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.1.1 Nationality	Nationality in accordance with Clause 3.1 (a) ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Form ELI –1 and ELI –2 with attachments
1.1.2 Conflict of Interest	No- conflicts of interests as described in Clause 3.2 ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid
1.1.3 ineligibility for corrupt or fraudulent practices	A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by the Employer as described in Clause 3.1 (f) ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid
1.1.4 ineligibility due to expelling / blacklisting / rescinding of work	Bidder Should not have failed in the last three (3) years to perform on any contract or should have not been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason as described in Clause 3.3 ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Bid (A declaration to this effect shall be furnished).
1.1.5 Government Owned Entity	Compliance with conditions as described in Clause 3.4 ITB.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1. and ELI –2, with attachments

Contractor

Procuring Entity / Employer

1.2 Pending Litigation: Pending Litigation Criterion and performance in past contracts shall apply:

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder				Submission Requirements
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
1.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last 5 (five) years [1 April 2013 to bid submission date] prior to the deadline for submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form-LIT

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.2.2 Pending Litigation	All pending litigation shall in total not represent more than Eighty percent (80%) of the Bidder’s net worth (calculate as the difference between total assets and total liabilities) and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form-LIT
1.2.3 Levy of Maximum LD	Final Liquidated damages (LD) due to poor performance, in contracts executed in last 10 years [1 April 2008 to bid submission date] should not have been imposed to the maximum value of eligible LD in more than 10% of contracts completed.	Must meet requirement	N / A	Must meet requirement	N / A	Form Tech-1 Bidder / each partner of JV will submit an undertaking in support of this requirement (separate by each JV partner).
1.2.4 Rescinding / Termination of contracts due to poor performance	Rescinding/ Termination of contracts due to poor performance shall not be more than 5% of contracts in hand during last 10 years [1 April 2008 to bid submission date]	Must meet requirement	N / A	Must meet requirement	N / A	Form Tech-2 Bidder /each partner of JV will submit an undertaking in support of this requirement (separate by each JV partner).

1.3 Financial Requirements

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last five [5] years [1 April 2013 to 31 March 2018] to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. Return on investment (ratio of annual profit before taxes and the net worth) should be positive for at least three years in last five years.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN-1 with attachments Certificate from CA/ Auditor is required

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
	A Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for at least three years in last five years.					
1.3.2 .Average Annual Turnover	Minimum average annual turnover (From Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method only) of INR 1.401 CRORE , calculated as total certified payments received for contracts in progress or completed, within the last Three [3] years [1 April 2015 to 31 March 2018]. Ie. (FY 2015-2016, 2016-2017, 2017-2018)	Must meet requirement	Must meet requirement	Must meet Twenty five percent (20%) of the requirement	Must meet Forty percent (51%) of the requirement	Form FIN-2 Certificate from CA certifying that the turn over is from From Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method business only

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.3 Financial Resources	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, or other financial resources (means, other than any contractual advance payments) to meet:</p> <p>(i) the following cash-flow requirement:</p> <p>INR 1.17 Crore and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments.</p> <p>[Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year].</p>	Must meet requirement	Must meet requirement	Must meet twenty five percent (20%) of the requirement	Must meet forty percent (51%) of the requirement	Form FIN-3 and Form FIN-4 Certificate from CA / Auditors is required

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder				Submission Requirements
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.4 Bidding Capacity	<p>Availability of Bidding Capacity should be atleast equal to <u>INR 4.67 Crore</u></p> <p>Available bid capacity will be evaluated as under:</p> <p>Bidding capacity = 2xAxN-B</p> <p>Where</p> <p>A= maximum annual turnover from Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method in last five financial years taking into account the completed as well as works in progress</p> <p>(Updated to the current price level, rate of inflation shall be 7% per year).</p>	Must meet requirement	Must meet requirement	Must meet Twenty Five percent (20%) of the requirement	Must meet forty percent (51%) of the requirement	<p>Form FIN –6</p> <p>Certificate from CA certifying that the bidder has available bidding capacity</p> <p>Current commitment has to be certified by the CA on non judicial stamp paper of Rs 200 & notarised</p>

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
	N= Number of years prescribed for completion of works (infrastructure component) for which bids has been invited which is 0.5 Years for this bid. B= Value at current price level of existing commitments and ongoing works to be completed during the next 5 years. Bidders will give a calculation for the same.					

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.5 Financial stability	The bidder(s) shall not have applied for Corporate Debt Restructuring (CDR) or facing follow up action of CDR or facing recovery proceedings from Financial Institutions or facing winding up proceedings or those under BIFR in the last 5 financial years [1 April 2013 to 31 March 2018]. Ie. (FY 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018) and up to the date of bid submission.	Must meet requirement	N / A	Must meet requirement	N / A	Form Tech-3 The bidder shall submit an undertaking to this effect along with certificate from the bidder's Chartered Accountant or Auditors. <i>Undertaking by the bidder along with certificate from the bidder's Chartered Accountant or Auditors should be submitted with the Technical bid.</i>

1.4 Construction Experience

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.4.1 General Experience	Experience under alternative construction technologies for building contracts in the role of contractor, subcontractor, or management contractor for at least the last Five [5] years Ie. (2013-14, 2014-15, 2015-2016, 2016-2017, 2017-2018) prior to the bid submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1
1.4.2 (a) Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least (i) One similar project work of contract value of at least <u>INR 3.74 CRORE</u> OR (ii) Two similar project work of contract value of at least <u>INR 2.335 CRORE</u> OR (iii) Three similar project work of contract value of at least <u>INR 1.868 CRORE</u> within the last seven (7) years, that have been successfully or are *substantially (as detailed in Section IV) completed. Ie. (from 01st March 2012 to 28th Feb 2019) prior to the bid submission deadline,	Must meet requirement	Must meet requirements	N / A	Must meet requirements	Form EXP 2(a)

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder				Submission Requirements
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
	<p>NOTE: Similar project means Design, Build multi storeyed buildings (Residential / Commercial / Institutional) using Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method. In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.</p> <p>The applicant has to attach the copies of JV agreement and Certificate in support which has been issued from the concerned officer not less the rank of Executive Engineer or Equivalent.</p>					
1.4.3 Certifications	The Sole Bidder or the Lead Member of consortium should have a valid ISO 9001:2015	Must meet requirement	Must meet requirements	N / A	Must meet requirements	Valid Copy of certificates
1.4.4 Certifications	The Sole Bidder or the Lead Member of consortium should have a valid ISO 14001:2015	Must meet requirement	Must meet requirements	N / A	Must meet requirements	Valid Copy of certificates

Note:1. ***substantially completed means:**

- (i) Contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor OR
- (ii) Contractor has completed 90 % of the Contracted work (both physical and financial) OR

Contractor**Procuring Entity / Employer**

(iii) Contractor has completed the work and commissioned the works atleast for the amount required for qualification, out of large size contract

2. **Experience of the bidder earned by him as the JV partner will be considered to the limit of its share in the completed works shown in that JV or consortium agreement.**
3. **For present price level of cost of completed and commissioned works, the previous year (s) value shall be given weightage of 7% per year as follows:**

Sl. No	Financial Year in which work was completed*	Weightage
(i)	2017-18	1.00
(ii)	2016-17	1.07
(iii)	2015-16	1.145
(iv)	2014-15	1.225
(v)	2013-14	1.310

*For eg. Financial Year 2016-17 means 1 April 2016 to 31 March 2017

1.5 Specific Requirements

1.5.1 Approval letter from Building Material Technology Promotion Council (BMPTC) or any other international approving authority for proposed technology

1.5.2 Clients certificate of experience must clearly indicate whether (i) Completed and commissioned or (ii) Substantially completed

1.5.3 The Bidder shall submit copies of Work Orders, Completion Certificates in support of their experience claims. **Only works of Govt. / PSU / Autonomous bodies under Govt. Sector or reputed registered companies from private sector shall be considered. Experience Certificate issued by Agreement Executing Authority of registered private firms will also be considered.** The experience certificates issued by only the respective project authority/owner shall be considered for evaluation of experience. Certificates issued for sub-contracting the work by the original contractor or any associated agency will not be considered.

1.5.4 For considering experience of the bidder, out of its experience as JV, its share of works within the JV shall be considered with relevant documentation/ certificates.

JV and / or Consortium shall comprise of not more than **three firms/companies (including the lead partner)**. The minimum equity of the lead firm of the **JV must be 51%** and that of the other firms must be 20%, at the minimum.

The JV or consortium can be among

- (i), Alternative Construction Technology provider i.e Modular / Pre Fabricated / Precast construction method
- (ii) Civil Contractor

1.6 Technical Qualification

1. Proposals of only those applicants who satisfy the conditions of eligibility will only be considered for detailed technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed for consideration of their presentation.
2. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy). Technical Presentation
3. Bidders shall make the technical presentation and showcase the proposed product to the Authority as per the agenda mentioned in the RFP.
4. All Bidders who has scored 70% or more marks in the Technical Evaluation will be technically qualified for making Technical Presentation and should make a Technical Presentation of the system offered as per technical proposal.
5. The venue and time of Technical Presentation of the technically qualified bidders will be intimated to them by email and the Technical presentation will be reviewed by a technical committee / independent agency to determine whether the technical proposals are meeting the light requirements. The Technical Presentations of the bidder which is not meeting the technical specifications shall be liable be disqualified.

Technical Evaluation Criteria (Supporting documents to be attached)

Criteria	Maximum Marks (Weightages)	Method of allotting marks for technical score
Financial Capability – Annual Turnover – Sole bidders or lead bidder's average annual audited turnover for the period FY 2015-16, 2016-17 & 2017-18	20 Marks	Sole Bidder / all members of consortium put together with turnover will be awarded 20 marks as given below. Equal to Rs 1.40 Cr -----12 marks Equal to or more than Rs 4.67 Cr ----20 marks Proportionate marks shall be awarded for turn over
Experience of implementing Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method for multi storeyed Project during last seven Years i.e. from 1st March 2012 to 28 th February 2019 in India or abroad Copy of the Client Certificate as a proof has to be attached. Marks shall be awarded on the basis of individual projects. Bidder can submit multiple projects subject to maximum marks.	20 marks	Sole Bidder / all members of consortium put together having executed single project having Builtup area of 6,600 sq ft ---- 12 marks Builtup area of 16,500 sq ft or more ----20 marks Proportionate marks shall be awarded for experience
Experience of implementing Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method in building Project during last seven Years i.e. from 1st March 2012 to 28 th February 2019 in India or abroad	20 marks	Sole Bidder / all members of consortium put together having completed total builtup area Builtup area of 1,00,000 sq ft ---- 12 marks Builtup area of 2,00,000 sq ft or more ----20

Copy of the Client Certificate as a proof has to be attached. Marks shall be awarded on the basis of individual projects.		marks Proportionate marks shall be awarded for experience
The identity of the Bidder	20 Marks	If sole bidder or any member of the consortium is provider of Alternative Construction Technology i.e Modular / Pre Fabricated / Precast construction method for multi storeyed, he will be awarded with 10 marks else 0 marks
Project Design Presentation	20 marks	Qualified bidders shall have to make technical presentation at the office of employer to showcase their product, capabilities, planning & designing and execution capabilities etc

Note: In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).

AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place.

The bidder needs to submit appropriate supporting evidences to satisfy the criteria

1.7 Schedule-Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

(A) Minimum Personnel:

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required
1	Project Manager Civil	1
2	Deputy Project Manager	2(1 Civil&1 Electrical)
3	Planning Engineer/Billing Engineer	1
4	Civil Engineer	4
5	Quality control and Quality Assurance Engineer	1
6	Electrical/Mechanical Engineer (MEP)	2
7	SHE Manager	1
8	Safety Engineers	2
9	Site Supervisor	3
10	Surveyor	1

The Bidder shall provide details of the proposed personnel and their experience records using Forms **PER-1** and **PER-2** included in **Section IV**, Bidding Forms.

Minimum level of supervision & qualification/ experience of site staff is as follows:

S.No.	DESIGNATION	QUALIFICATION AND EXPERIENCE LEVEL
1.	Project Manager	Graduate in Civil Engineering Discipline, Minimum 03 years as In-charge of similar

		works and minimum total experience of 15 yrs.
2.	Dy. Project Manager/	Graduate in concerned Discipline, Total minimum experience of 5 years for similar works and 10 years overall experience
3.	Planning/ Billing Engineer	Graduate /Diploma in concerned Discipline, Total minimum experience of 5 years for Graduate and 8 years diploma.
4.	Civil Engineer	Graduate /Diploma in concerned Discipline, Total minimum experience of 3 years for Graduate and 3 years diploma.
5.	Quality control & quality assurance Engineer	Graduate /Diploma in concerned Discipline, Total minimum experience of 5 years for Graduate and 8 years diploma.
6.	Electrical or Mechanical Engineer MEP	Graduate/Diploma in concerned Discipline, Total minimum experience of 5 years for Graduate and 8 years diploma in similar profile
7.	SHE Manager	Graduate /Diploma in concerned Discipline, Total minimum experience of 5 years for Graduate and 5 Years diploma.
8.	Safety Engineers	Graduate /Diploma in concerned Discipline, Total minimum experience of 2 years for Graduate and 3 years diploma.
9.	Site Supervisor (Civil)	Diploma in concerned Discipline with minimum 2 years exp.
10.	Surveyor	Diploma/ITI in respective field, Minimum 3 / 5 years' experience respectively.

1.8 Schedule-Equipment

The Bidder must demonstrate that it has the key equipment (either owned rented or leased):

Minimum Equipment

(See clause 14 of Section 2-ITB)

The Bidder shall provide further details of proposed items of equipment & Tools using **Form EQU: Equipment** in **Section IV, Bidding Forms**.

Section IV. Bidding Forms

Section IV. Bidding Forms

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Letter of Technical Bid

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:/....., 2018

No.: _____

Invitation for Bid No.: _____

To: **Managing Director,**
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with **Instructions to Bidders (ITB) 11** [insert the number and issuing date of each Addenda] _____;
- (b) We offer to execute in conformity with the Bidding Document the following Works
Higher Secondary Block, Central Calvathy GHSS, Fort Kochi;
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [specify the number of calendar days] _____ days from the latest date fixed for the Technical bid opening date) in accordance with the **Sub-Clause 18.1 ITB** of Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **Sub-Clause 3.1 ITB;**
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with **Sub-Clause 3.2 ITB;**
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **Sub-Clause 3.2 (e) ITB;** other than alternative offers submitted in accordance with **Clause 15 ITB;**
- (h) We agree to permit **Cochin Smart Mission Limited [CSML]** or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by **Cochin Smart Mission Limited [CSML].**
- (i) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in **Section V (Employer's Requirements / Works requirements / Technical Specifications)** and our Technical Bid, or as otherwise agreed with the Employer.

- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by any State Government agency or Central Government agency under the Employer's country laws or official regulations or by an act of compliance
- (k) We, including any of our subcontractors or suppliers for any part of the contract, have not failed in the last three **(3) years** to perform on any contract or been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason in accordance with **Sub-Clause 3.3 ITB**;
- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of **Sub-Clause 3.4 ITB**⁶;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name _____ In the capacity of _____
[Insert complete name of person signing the Bid] **[Insert legal capacity of person signing the bid]**

Signed _____
[Insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of _____
[Insert complete name of Bidder]

Dated on _____ day of _____, _____
[Insert date of signing]

⁶ Use one of the two options as appropriate

Bill of Quantities

Bill of Quantities (BOQ.xls file)

(uploaded separately as .xls file **in VOLUME-3**)

[via e- procurement portal www.etenders.kerala.gov.in]

Financial Proposal Covering Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy To

Managing Director
Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.

Sub: Bid for Higher Secondary Block, Central Calvathy GHSS, Fort Kochi RFP Ref: No: XX

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by CSML;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.

Contractor

Procuring Entity / Employer

7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
8. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- 10.I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- 11.We understand that CSML shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder
- 12.We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours
faithfully,

(Signature of the Authorized
signatory) (Name and designation of the of the
Authorized signatory)

Name and seal of Bidder/Lead Member

Financial Bid Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.etenders.kerala.gov.in)

Bill of Quantities (BOQ)is uploaded separately as Microsoft excel file.

Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated.
- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantities (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated and downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under BOQ.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation

- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
- j) Bidder should refer the Bid document / RFP document for details on the technical requirements and specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

Preamble to Bill of Quantities

- 1) The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Specifications, and Drawings.
- 2) The quantities given in the BOQ are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Employer's Representative, and valued at the rates and prices bid in the priced BOQ, where applicable, and otherwise at such rates and prices as the Employer's Representative may fix within the terms of the Contract.
- 3) The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, surveying, setting out, erection, maintenance, all lead and lift, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
- 4) General directions and descriptions of work and Materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
- 5) The method of execution and measurement of completed work for payment shall be in accordance to the respective procedures provided in the Technical Specifications or Particular Specifications under this Contract and in the absence of which shall be in accordance to the relevant BIS Standard and Standard Specification of the State of Kerala or Standard Specification published by the Central Public Works Department, Government of India as the case may be.
- 6) Rock is defined as all material that, in the opinion of the Employer's Representative, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower (BHP) with a single, rear-mounted, heavy-duty ripper.
- 7) All defective works are liable to be demolished, rebuilt and defective materials replaced by the contractor at his own cost and time
- 8) In view of the site location and their prevailing condition, it is mandatory to the Contractor to visit the site and make himself thoroughly familiar with the site conditions, access and account for all possible difficulties and other requirements mentioned elsewhere in his bid prior to submission. When a contractor submits his bid for this work, it will be considered that he has quoted for this work with full and complete knowledge of the site and prevailing conditions, and no claim for additional compensation shall be entertained on this account.
- 9) Description of items in this BOQ is by itself not complete, and for a full description the BOQ should be read together with the Technical Specifications and Drawings. Rates quoted in the BOQ are deemed to have included all aspects covered in the Preamble and Technical Specifications, and all features and details shown in the Drawings.
- 10) The Bidder shall, in the course of studying the bid document, point out all his/her remarks on the documents and make all his/her queries to the Employer who will study these remarks and clarify any discrepancy between the Bidding Documents.

- 11) Submissions shall be strictly in accordance with the documents and shall not be qualified in any way. The Bidder shall not alter the text of the BOQ.
- 12) Extra and excess items of work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer. The rates for extra items will be as per rates decided under Contract Conditions.
- 13) For the evaluation process, if requested by the Evaluation Committee, the Contractor shall provide a sheet analysis for all priced items showing how the rate entered was derived.
- 14) The Bidder shall satisfy himself/herself as to the meaning of every item in the BOQ. The rates and prices inserted in the BOQ by the bidder shall be deemed to cover all costs, taxes including GST, customs and import duties, levies, profits, risks, liabilities, insurance and obligations set forth or implied in the bid including, but not limited to the following:
 - (i) All labour and Materials including consumables;
 - (ii) All temporary work of every description required including over ground pumping and other requirements to avoid disruption to the service whilst maintenance or repair work is carried out;
 - (iii) The provision and use of all equipment, tools and Plant of every kind, whether mechanical or non-mechanical, required for the expeditious carrying out of the Works in their proper sequence;
 - (iv) Provision for scaffolding, staging, guard rails, temporary stairs, temporary access during execution, approach roads up to the Site for the movement of vehicles, and heavy excavation machinery with supporting transport facility;
 - (v) Provision for excavation, back-filling, bringing to the Site extra fill for back-fill, making good and reinstating surfaces, disposing of surplus material, dealing with all ground water and wastewater flows, and for work in close proximity to other utility apparatus including protecting that apparatus;
 - (vi) Provision for work on corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and reinstatement of surfaces;
 - (vii) Cooperation and coordination of the work with related authorities, other contractors and utilities, including obtaining their permission before starting the related Works if required; and
 - (viii) Providing security arrangements to guard the Site and premises at all times and to maintain strict control on the movement of Materials and labor until the completion of the work.
- 15) All electricity costs and initial connection charges etc. associated with operations shall be paid by **CSML** directly to the electricity service provider. The power connections shall be obtained in the name of **[CSML or KMC as informed later]**, the charges of which will be paid by **CSML** directly to electricity department or reimbursed under provisional sum if paid by the Contractor.
- 16) The serviceable materials, recovered while shifting of utilities as ascertained by the Employer or Engineer in charge, shall be deposited at designated store yards or as directed by the Employer or Engineer in charge. No payment shall be made to the Contractor in this regard.

- 17) Works itemized in the BOQ will be subject to measurement. Such measurement will be in the unit of measurement shown in the BOQ and payment shall be made on the measured quantities.
- 18) All rules and regulations of the labor department, contract labor Laws, provident fund and employee state insurance and connected Laws, and all other Laws of the land are to be complied with by the Bidder within the quoted rates.
- 19) Contractor shall make arrangements for required space for construction of, office and stores at suitable locations. No land will be provided by the Employer to the Contractor for constructing any structure for his labor, workman and supervisory camps, un-authorized hutments, at the Site or within the premises. The Contractor shall make his/her own arrangements for the same outside the premises/boundary. These, if any, shall be with the knowledge of and prior approval of the Employer's Representative.
- 20) The Provisional Sum included and so designated in the BOQ shall be expended in whole or in part at the direction and discretion of the Employer's Representative in accordance with the Conditions of Contract. It will be used by the Employer's Representative for nominated sub-contractors, line agencies, installation of power connections/power feeder by the electricity department, third party inspecting agencies, charges levied by statutory electrical, telephone, or other authorities, or for other miscellaneous works. The use of the Provisional Sum will also be for relocation of utilities above or underground that conflict with the existing or permanent line or level of the Works, independent sampling and laboratory testing, as directed by the Employer's Representative, replacement or compensation for plants and trees removed due to the Works as directed by the Employer's Representative.

➤ Metric System and Abbreviations

1. Millilitre -ml
2. Million Litres per Day- mld
3. Million Litre -ML
4. Litre- ltr
5. Linear meter -m
6. Gram -gm
7. Square metre -m²
8. Cubic metre -m³
9. Number- No.
10. Kilogram- kg
11. Lump Sum- LS
12. Indian Rupees -Rs
13. Millimetre -mm

14. Square Centimetre- cm²
15. Square Millimetre -mm²

Technical Proposal / Bid

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Work Plan & Construction Schedule**
- **Equipment**
- **Personnel**
- **Others**

Bidder shall follow the applicable procedure indicated below:

<i>Submission of tender through</i>	<i>Procedure to be followed by Bidder</i>
<i>e-tendering (through e- procurement portal www.etenders.kerala.gov.in)</i>	<i>Technical proposal consisting of above mentioned items indicated in the following forms is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.</i>

Site Organization

(Bidder shall insert the Site Organization information)

The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the construction works during all phases of works included under this Contract package like mobilization; preparation of Service Improvement Plan; design, drawing, construction, commissioning) and operation and maintenance period (if included) separately.

Method Statement

(Bidder shall insert the Method Statement complying to the following)

1. The bidder is required to submit Approach and Method Statement for carrying out all the activities under project.
2. The activities for methodology shall also include following:
 - (i) Surveys or confirmatory surveys (as applicable) including topographic, geotechnical, underground utility surveys etc
 - (ii) Survey for roads and associated infrastructure
 - (iii) Designs and drawings;
 - (iv) Preparation of service improvement plan (SIP), including phasing of works, and drawings
 - (v) Implementation schedule along with methodology as per scope of works:
 - (vi) Operation Services:
 - (vii) Safeguard activities;
 - (viii) Any other activities
3. The Tenderer's Technical Proposals also shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.
4. The Tenderer's Technical Proposals shall cover the following:
 - a. structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
 - b. testing and investigations undertaken, or to be undertaken;
 - c. earthworks, slopes, protective measures and ground drainage;
 - d. foundations, main substructure and superstructure elements;
 - e. All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
 - f. Structural and construction arrangements at interfaces with adjacent contracts;
 - g. initial settlement assessment, effect on adjacent structures including utilities and proposed protection works including instrumentation and monitoring;
 - h. approach to co-ordination with other Project contractors. Tenderer shall elaborate the organisation further and system giving frequency of meetings or any other system / approach which we will adopt.
 - i. construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
 - j. Protective coatings and systems, finishes.
 - k. Reinstatement works.
 - l. Understanding and approach of the work involved
 - m. The general approach and methodology proposed for carrying out the services covered in the scope of work, including such information as deemed relevant.
- 5.

Mobilization Schedule

(Bidder shall insert the Mobilization Schedule)

The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipment in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

Work Plan and Construction Schedule

(Bidder shall insert the Work plan and Construction Schedule)

The Contractors will submit detailed work plan as part of Technical bid covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement

The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.

Equipment

Form-EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title

	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Personnel**Form PER-1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**. The data on their experience should be supplied using the Form below for each candidate.

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name

*As listed in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**.

Form PER-2: Resume of Proposed Personnel

Name of Bidder

Position

Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Bidders Qualification

To establish its qualifications to perform the contract in accordance with **Section III (Qualification Criteria)** the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI – 1: Bidder's Information Sheet

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
*Uploaded the copies of the following original documents.	
<input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with Sub-Clause 3.1 & 3.2 ITB .	
<input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with Sub-Clause 20.2 ITB .	
<input type="checkbox"/> 3. In case of JV, JV agreement, in accordance with Sub-Clause 3.1 & 5.2 ITB .	
<input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with Sub-Clause 3.4 ITB .	

Form ELI – 2: JV Information Sheet

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

JV / Specialist Subcontractor Information

***Uploaded the copies of the following original documents.**

- ☐ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with **Sub-Clause 3.1 & 3.2 ITB**
- ☐ 2. Authorization to represent the firm named above, in accordance with **Sub-Clause 20.2 ITB**.
- ☐ 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with **Sub-Clause 3.4 ITB**.

Form LIT – Pending Litigation

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each Bidder or member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation and arbitration in accordance with Criteria 1.2.1 & 1.2.2 of Section III (Qualification Criteria)			
<input type="checkbox"/> Below is the description of all Pending litigation and arbitration involving the bidder (or each JV member if Bidder is a JV member) in accordance with Criteria 1.2.1 & 1.2.2 of Section III (Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

Form FIN – 1: Historical Financial Performance / Financial Situation

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each Bidder or member of a JV must fill in this form

	Financial Data for Previous 5 Years [INR Equivalent]				
	Year 1: 2017-18	Year 2: 2016-17	Year 3: 2016-15	Year 4: 2015-14	Year 5: 2014-13

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

	Financial Data for Previous 5 Years [INR Equivalent]				
	Year 1: 2017-18	Year 2: 2016-17	Year 3: 2016-15	Year 4: 2015-14	Year 5: 2014-13

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					
Return on investment (ratio of annual profitbefore taxes and the networth)					

- ☐ *Uploaded the copies of financial statements (balance sheets including all related notes, and income statements) for the last **five years**, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the legal entities comprising the Bidder or partner to a JV, and not sister or parent companies, subsidiaries or affiliates
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN – 2: Average Annual Specific Turnover

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each Bidder or member of a JV must fill in this form. This form is to be filled & signed by the CA / Auditor of the company under his seal.

Annual Turnover Data for the Last 3 Years (From Alternative Technology Construction only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
Year-1 2017-18			
Year-2 2016-17			
Year-3 2015-16			
Average Annual Specific Turnover for the Last 3 Years			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to INRs at the rate of exchange at the end of the period reported.

Form FIN – 3: Availability of Financial Resources

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Specify proposed sources of financing, such as liquid assets**, lines of credit, and other financial resources (means other than any Contractual advance payments), available to meet the financial resources requirements indicated in **Form Fin-4 ie. the total construction cash flow demands of the subject contract or contracts** as indicated in **Section III (Qualification Criteria)**. **Each Bidder or member of a JV must fill in this form. This form is to be filled & signed by the CA / Auditor of the company under his seal.**

Financial Resources		
Sl. No.	Source of financing	Amount (INR equivalent)
1		
2		
3		

***Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

Note:

- i) The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project (in format **Form FIN-5**) if applicable for its declared availability of financial resources.
- ii) Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments

Form FIN – 4: Current Contract Commitments / Works in Progress

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Current Contract Commitments						
Sl. No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work (B**) ^q [Current INR Equivalent]	Estimated Completion Date	Remaining Contract period in months(A*) ^p	Two months financial requirement [2 x B / A]
1						
2						
3						
4						
*A	Cumulative Financial Resources Requirement for two months for Current Contract Commitments ^r					INR.....
**B	Financial Resources Requirement for Subject Contract (as indicated in Section III (Qualification Criteria)).					INR 1.17 Crore
A + B	Financial Resources Requirement (Sum of A and B)					INR.....

p: Remaining contract period to be calculated from 28 days prior to bid submission deadline.

q: Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

r: Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

$\frac{2X \text{ Estimated Contract Value (Inclusive of Taxes and Duties)}}{\text{Completion Period in Months}}$
--

Form FIN – 5: Sample Form for assured revolving line of credit facility

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

(To be submitted by a Reputed Bank on the Bank's Letter head)

Date: (Insert Date)

To: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower,
Park Avenue, Kochi 682011.

Subject: Letter of Assurance for Revolving line of credit facility for INR.....

Dear Sir,

WHEREAS _____ [name and address of Bidder] (hereinafter called the "Bidder") intends to submit a bid for Higher Secondary Block, Central Calvathy GHSS, Fort Kochi (name of contract work)" under the Managing Director, Cochin Smart Mission Limited (CSML) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the Managing Director, Cochin Smart Mission Limited (CSML) through IFB no. CSML/EDUCATION/CCHSS/RFP/01 Date: 08/03/2019; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the Higher Secondary Block, Central Calvathy GHSS, Fort Kochi (name of contract work) In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to _____ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under Higher Secondary Block, Central Calvathy GHSS, Fort Kochi name of contract work) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2018.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

Form FIN -6: Available bidding capacity Information and declaration

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

(To be submitted by bidder through affidavit as explained)

Availability of Bidding Capacity should be atleast equal to **INR 4.67 Crore** (as indicated in **Section III (Qualification Criteria)**).

Available bid capacity will be evaluated using following formula stated below:

Bidding capacity = 2 X A X N - B

Where

A = maximum annual required turnover in last five financial years taking into account the completed as well as works in progress (updated to the current price level, rate of inflation shall be **7% per year**).

N = Number of years prescribed for completion of works for which bids has been invited which is **0.5 Years**

B= Value at current price level of existing commitments and ongoing works to be completed during the next **5 years**. Bidders will give a calculation for the same.

Bidders will submit an undertaking countersigned by their CA on **Non Judicial Stamp paper of Rs 200 Notarised by Notary public** in original confirming that the details of all such works have been provided either being executed in their name or being executed as joint venture within India or abroad (bidder's share).

Form EXP – 1: General Infrastructure Experience

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each Bidder or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2(a): Specific Infrastructure Experience

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	Equivalent INR.....		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 1.4.2 of Section III			

Reference page Number. of copy of work order completion certificate in support of above experience:

*substantially completed means:

(i) Contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or

(ii) Contractor has completed 90 % of the Contracted work (both physical and financial) or

Contractor

Procuring Entity / Employer

(iii) Contractor has completed the work and commissioned the works atleast for the amount required for qualification, out of large size contract

Form TECH 1: Draft Format for Undertaking on Liquidated Damages

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall submit separate undertaking in support of this requirement)

*We (name of bidder)/ (the Bidder/JV partner of bidding entity) undertake and certify that final Liquidated Damages (LD) due to poor performance **has been imposed** to the maximum value of eligible LD innumber of packages out ofnumber of contracts completed in last 10 years (from 1st April, 2008 to bid submission date).

*We (name of bidder) (the Bidder/JV partner of bidding entity) undertake and certify that final Liquidated Damages (LD) due to poor performance, **has not been imposed** to the maximum value of eligible LD in more than **10% of contracts completed in last 10 years** (from 1st April, 2008 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

* fill and retain appropriate

Form TECH 2: Draft format for Undertaking on Rescind / Terminated contracts

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall submit separate undertaking in support of this requirement)

I/We (name of bidder) (the Bidder/JV partner of bidding entity) undertake and certify that *not a single contract has been Rescind/ Terminated due to poor performance of our firm or *number of contracts were Rescind/ Terminated due to poor performance of our firm out ofnumber of contracts in hand of our firm during last 10 years (from 1st April, 2008 to bid submission date).

We (name of bidder) (the Bidder/JV partner of bidding entity) further undertake and certify that Rescind/ Terminated contracts due to poor performance of our firm are not more than **5%** of contracts in hand during last **10 years** (1 April, 2008 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

* fill and retain appropriate

Form TECH 3: Draft format for Undertaking on Corporate Debt Restructuring

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall submit separate undertaking in support of this requirement)

I/We (name of bidder) (the Bidder/JV partner of bidding entity) undertake and certify that our firm (i) has not applied for Corporate Debt Restructuring (CDR) (ii) is not facing follow up action of CDR (iii) is not facing recovery proceedings from Financial Institutions and (iv) are not facing winding up proceedings or those under BIFR in the last **5 financial years** (2013-14, 2014-15 2015-16, 2016-17 and 2017-18) till the date of bid submission.

Place: -----

Signed by:

Date: -----

--

(Name of authorized representative)

Name of bidder

Signed by:

Attested by

Chartered Accountant/Auditor

(Notary Public)

:

Form of Bid Security

(Bank Guarantee)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: **Managing Director,**
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____

_____ (name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid / Letter of Technical bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if

the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of JVA comprising all partners to the Joint Venture that submits the bid.]

Declaration Regarding Deemed Export Benefits

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

**Declaration Regarding Deemed Export Benefits /
Customs/Excise Duty Exemption For Materials / Construction Equipment Brought For The
Works**

Name of the Project:

(Bidder's Name and Address)

.....

To :

**Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011**

Dear Sir,

CERTIFICATE FOR IMPORT (PROCUREMENT OF GOODS/ CONSTRUCTION
EQUIPMENT).

1. We conform that we are solely responsible for obtaining deemed export benefits / customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary Project Authority certificates in terms of the Government of India Central Excise Notification No. 108/95 and Customs Notification No. 85/99 & export & import policy of the Government of India.
3. The goods/construction equipment for which certificates are required are as under:

Items	Make/Brand Name	Capacity (where applicable)	Quantity	Value	State whether it will be procured locally or imported (If so from which country)	Remarks regarding justification for the quantity and their usage in works.
Goods						
[a]						
(b)						

(c)						
[b]Others						
Construction equipment						
(a)						
(b)						
(c)						

4. We agree that no modification to the above list is permitted after bids are opened
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction programme and methodology as furnished by us along with the bid.
6. We conform that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date:
Place:

Signature.....
Printed name.....
Designation.....
Common seal.....

Note: i) This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.

- ii) The format of requirement listed above may be modified, if necessary, in terms of the export & import policy of Government of India in force.

Form PRE-BID: Format of sending pre-bid queries

NIT Reference No: XX

Contractor

Procuring Entity / Employer

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of Bid document Requiring Clarification	Change Requested/ Clarification required
1				
2				
3				
4				
5				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Word / Excel for making consolidation process easy.

Format for Declaration by the bidder for not being Blacklisted / Debarred
(To be submitted on the Letterhead of the Bidder)
(To be provided by Lead bidder and all members of Consortium in separate letters)

Date: dd/mm/yyyy

To

**Managing Director,
Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.**

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Contractor

Procuring Entity / Employer

Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the **Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"** Including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information/responses to CSML, representing us in all matters before CSML, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with CSML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with CSML.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20**

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Witness:

1. 2. Notarized Accepted

Signature of the Applicant

(Signature, name, designation and address)

Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on a stamp paper of Rs.200/- and above
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

Format for Power of attorney in case of Consortium

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

POWER OF ATTORNEY FOR LEAD MEMBER BY**CONSORTIUM MEMBER**

Whereas CSML has invited Bids from interested companies for **Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"** ("Project").

Whereas, -----, and ----- (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/sshall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the CSML and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the CSML.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Witnesses:

1.

2.

(To be executed by each Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :

Format of Consortium Agreement**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS CSML, has issued a NIT [Date] from the Applicants interested in **Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"**:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the Bid **"Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.

c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

vii. That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:

Party A: _____

Party B: _____

Party C: _____

viii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

ix. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

(Party of the third part)

Witness:

i. _____

ii. _____

DECLARATION FORM

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Managing Director

Cochin Smart Mission Limited (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Sub : Bid for "Higher Secondary Block, Central Calvathy GHSS, Fort Kochi"

NIT Reference No: XX

Dear Sir,

I / Wehaving the registered office atdeclare that I / We have carefully read all the terms and conditions of Tender floated by the CSML for the above work strictly conforming to the specification as given in the Tender Document and I / We shall abide by all the conditions set forth therein. I / We also undertake to take back the rejected defective Goods & Works at our risk & cost and replace / rectify the same within the stipulated time.

**Signature of the Tenderer
With Seal**

Section V. Works Requirements / Employer's Requirements

Contractor

Procuring Entity / Employer

Section V. Works Requirements / Employer's Requirements**Site Description****A. Scope of Work****1. General Information**

Cochin Smart Mission Limited (CSML) has the mandate to design, implement and maintain Social Infrastructure Development projects under the Smart City Mission of Central Government.

2. Existing Situation

The 110 years old Calvathy School has three sections namely: KG/ Lower primary section (KG, 1st Std to 4th Std) under authority of Principal, High school section (5th Std to 10th Std) and Higher secondary division (+1 and +2) under their own Principals. The plot area of the school is approximately 0.94 acres. There are about 482 students and 33 teachers in the school altogether in the three sections.

3. Concept

The proposal is to construct a 4 storied building (Ground + three floors) for Higher secondary section along with few provisions for primary and preprimary section of school. The proposed building shall be constructed after demolishing the unused single storey multipurpose hall in the school premises. The demolition work shall be conducted by the Kochi Municipal Corporation and would not be in the scope of the bidder. The proposed school shall follow the vernacular architectural character of the region. The proposed building shall adhere to all the local and national building guidelines and Municipal regulations apart from conforming to the minimum standards as stipulated in the Kerala Education act and rules for construction of new block for higher secondary and primary institution block. The concept of the project is to implement the entire project using modular/ precast/ prefabricated construction technology and complete the entire construction process in a maximum period of 90 days. The total area of the project is approximately 1522 square meters (16383 square feet).

This document has been prepared for the above specified work with concept drawings and tentative estimate on the basis of quotation from one construction technology provider, foundation proposed for building of similar nature, and tentative finishes on item rate basis which are been incorporated in this Tender.

The primary functions of the building are as mentioned in table below:

Table 0-1 Floor Area Details – Proposed Design

Plinth Area			Facilities Provided
	Sq. M	Sq. ft.	
Ground Floor Area	400 Sq. M.	4273 Sq. ft.	<ul style="list-style-type: none"> Principal's cabin (24 sq.mt) Staff room (Min 10 staff) Chemistry Lab Digital Library Primary section classroom Primary section Office room (19 sq.mt) Kitchen for Primary section (24 sq.mt)
First Floor Area	406 Sq. M.	4176 Sq. ft.	<ul style="list-style-type: none"> 2 class-rooms (60 pax) Physics Laboratory Toilet (Girls & Boys) Store room
Second Floor Area	406 Sq. M.	4338 Sq. ft.	<ul style="list-style-type: none"> 2 classrooms (60 pax) Library Computer Lab
Third Floor Area	310 Sq. M.	3563 Sq. ft.	<ul style="list-style-type: none"> Common recreation hall (250 pax) Semi open terrace
Total Built-up Area	1522 Sq. M.	16383 Sq. ft.	

4. Scope of Work

The general character and the scope of the Work includes Civil upgradation focusing on the present condition of school infrastructure in terms of building structures, availability of space, improvements of playfields and toilets and other requirements prioritized. In addition to civil infrastructure, providing lab equipments and furniture to multi-purpose rooms as well as classrooms would be provided as a separate package ready for use.

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The Successful Bidder (Contractor) shall carry out the developments on the site as mentioned below.

The survey of the site, prior to commencement of the works is under the scope of the contractor. Contractor shall be responsible for making the facility fit for the intended purpose while performing all of its obligations covered under the Contract Document in its entirety. The work shall be done in accordance to the designs and drawings approved by the competent authorities.

The Scope includes the construction of new 4 storied block including Conceptualization, planning, structural designing, structural proof checking of the Building structure with foundation, RCC substructure and superstructure, all finishing works and all other internal & externals like Plumbing & sanitation, Drainage, Electrical services, Fire safety, landscaping with entrance gate in accordance with the provisions of this Agreement and in conformity with the requirements.

The bidder has to get the structural design vetted by any Government Engineering College in Kerala at his own cost.

Since the proposed construction would create inconvenience and affect the daily academic functioning of the school, prefabricated construction technologies are proposed to be adopted as an alternative to the conventional construction methodology to allow for a faster implementation of the project. Following are the preferred technologies that are pre-approved by the Building Materials and Technology Promotion Council (BMTPC) and are preferred by the employer to be adopted in the project:

1. Precast Large Concrete Panel System
2. Light Gauge Steel Framed Structure with Infill Concrete Panels (LGSFS-ICP)

Apart from the above mentioned preferred technologies, alternative technologies which does not use gypsum, fiber board or similar surface finishes can also be selected for construction, provided the technology is approved by BMTPC. The major scope of works that the contractor is expected to undertake under the Cochin smart mission limited Project for The Infrastructure upgradation and renovation works for Central Calvathy Government School are as followed:

4.1. General

- Bidders are requested to visit the site prior to filing/submission and undertake self-assessment of all the necessary works as per the specification and plans including all attributes/matters related for completion of this project.
- The Bidders are to seek clarification prior to pre-bid date (where necessary), to have clarity of all the activities required to be carried out for a successful and timely completion of this project and the works which shall be carried out by the successful contractor.
- The works under this Contract comprises, the detail design and construction of the School Building with all related works (architecture, MEP, Structure, external development works etc.).
- Statutory and other charges for getting various required approvals as required shall be in the scope of the Successful bidder.
- The Successful bidder shall furnish all labour, material, tools and equipment necessary to complete the works as indicated or inferred in the supporting drawing package. Any item not specifically shown in the drawings or specified, but normally required to conform to the required outcome or such intent, should be considered part of the work unless identified by the contractor prior to commencement of works. The contractor shall include and price for such item in the BOQ accordingly.
- The works shall be completed within the scheduled time unless otherwise approved by the Client or its representatives and shall be certified by the Employer upon Practical Completion.
- The landscape planting shall be provided and in a healthy and vigorous growing condition.
- The Successful bidder shall submit for approval within 07 days of the issue of Letter of Award, his proposed Work Programme and concept drawings based on the criteria of the overall schedule of works, showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress including the resources and plant required.
- The successful bidder shall have to prepare and submit Concept Design drawings, presentation and 'Good for Construction Drawings' before execution in soft and hard copy format. The tender drawings provided by the employer will contain the features that are expected out of the proposed facility. The bidder is expected to design the facility in line with the employer's requirements and following all local and national municipal building guidelines and minimum standards specified in the Latest Kerala Education act and rules.
- The successful bidder shall have to prepare and submit 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format.
- The successful tenderer shall take the responsibility of obtaining all statutory clearances from all statutory bodies, on behalf of the Employer. (However, fee to be reimbursed by the Employer on production of necessary bills)

COCHIN SMART MISSION LIMITED

- The successful bidder shall undertake confirmatory survey for accuracy and completeness of data prior to commencing the site works. The drawings provided with this document are also available as soft copy in AutoCAD (ACAD) and Bidders can collect the same, (if required) from the Employer, the Employer take no responsibility for accuracy where ACAD files are used for scaling and area calculations by the Contractor.
- It is in scope of successful Bidder to undertake all relevant Site surveys, obtaining all required approvals from the relevant regulatory authorities, Carry out Design and Drawings (wherever required) for the components of the work as per Employers requirement and submit the same to client for review and approval.
- Prepare and submit maintenance manual to client for approval at least 4 weeks before start of post construction maintenance period.
- The work in general shall be carried out as per CPWD specifications, 2016 (Volume I to II). For the items not covered under the specifications, the work shall be done as per relevant IS Codes, latest publications with correction slip.

4.2. Dismantling Works

- Deleted

4.3. Civil and Architectural Works

The on-site execution of the project comprises the full scope of work, including preliminaries, final and entire installation and completion of building works, interiors, hardscape works and soft landscape works to the relevant applicable Indian Standards. This standard applies to all elements as described in the project scope and project components section and associated services based on the project intent developed by the Employer and including handing over of the same in full accordance with the Employer's requirements.

The Scope of Civil & Architectural works include but not limited to:

- New construction works of RCC including centring, shuttering, reinforcement.
- New brickwork, plaster, RCC works, POP, painting (internal and external), doors and windows.
- Site preparation, excavation, construction of foundation, substructure, superstructure, all Architectural finishing works including putty and paint. Suitable tests to ensure the bearing capacity of proposed foundation should be conducted as per the relevant IS codes should be carried out at the cost of contractor. The method of testing and procedure should be submitted along with the structural design.
- Providing provisions for MEP service installations.

4.3.1. Site clearance

- a. Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish.

4.3.2. RCC pile/Raft foundation

- a. The detailed dimensions and depth of pile/raft foundation to be decided as per design and including Pile load test (Soil Test report attached).

4.3.3. RCC framed structure

- a. The detailed dimensions & mix of RCC to be adopted shall be as per approved structural design (including slope roof).
- b. Reinforcement of TMT of grade FE 500D and shall conform to IS 1786-2008. The reinforcement steel shall be from primary producers and no re-rolled steel shall be supplied.

4.3.4. Walls/Partitions

- a. Walls as per Architectural /structural design in lines and levels.

4.3.5. Inside Wall Finishes

- a. Finishes of walls with white cement based putty of average thickness 1 mm, of approved brand and manufacturer to prepare the surface even and smooth complete.
- b. Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface.
- c. Painting with 1st quality acrylic/ emulsion paint (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.

4.3.6. Outside Wall Finishes

- a. Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface.
- b. Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: New work (Two or more coats applied @ 1.43 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)
- c. Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On steel work

COCHIN SMART MISSION LIMITED

- d. Painting with Synthetic enamel paint of approved brand and manufacture of required colour to give an even shade, two or more coats.

4.3.7. Floor finishes

- a. Floor finishing with Kota stone/polished granite/flamed granite/vitrified/ ceramic/acid resistant tile over 20 mm thick CM 1:4 as per requirement/Architectural drawing and specification.
- b. Wall cladding with ceramic/Polished granite over 12mm thick CM 1:3 as per requirement/Architectural drawing and specification.

4.3.8. Counter Tops

- a. Granite counter tops for Kitchen/ Chemistry lab/Physics lab.

4.3.9. Roof Tile work

- a. Providing & fixing on roof pressed clay tile (Mangalore tile) of 20 mm nominal thickness and of approved size and as per approved pattern on steel purlins.

4.3.10. Doors and Windows

- a. Doors and windows with Jack wood/Anjili wood of section 12x10 cm , for doors frames ,10x7.5 cm for window and ventilator frames ,35 mm thick fully paneled shutter for doors , 30 mm thick fully glazed shutter for windows and ventilators ,including wood primer, fixing with SS hinges, tower bolts, handles , door stoppers, etc complete.
- b. Toilet doors- Providing and fixing Fiber Glass Reinforced plastic (FRP) Door Frames of cross- section 90 mm x 45 mm having single rebate of 32 mm x 15 mm to receive shutter of 30 mm thickness. The laminated shall be moulded with fire resistant grade unsaturated polyester resin and chopped mat. Door frame laminate shall be 2 mm thick and shall be filled with suitable wooden block in all the three legs. The frame shall be covered with fiber glass from all sides. M.S. stay shall be provided at the bottom to steady the frame. Providing and fixing to existing door frames.
30 mm thick Glass Fiber Reinforced Plastic (FRP) panelled door shutter of required colour and approved brand and manufacture, made with fire - retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate for forming hollow rails and styles, with wooden frame and suitable blocks of seasoned wood inside at required places for fixing of fittings, cast monolithically with 5 mm thick FRP laminate for panels conforming to IS: 14856, including fixing to frames.
- c. Providing and fixing M.S. Grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete fixed to openings.

4.3.11. Water proofing

- a. Providing and laying suitable water proofing treatment in sunken portion of WCs, bathroom, open terrace etc., as per manufacturer's specifications with minimum 10yrs guarantee.

4.3.12. Staircase handrail

- a. Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge.
- b. Providing and fixing M.S hand rail for fire stair, of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer.

4.3.13. Boundary wall with Gate

- 1.5m high boundary wall constructed with Solid block masonry with required no of MS gates of approved design.

Points to be noted:

- **The Architectural drawings prepared and given by the Employer as Tender Drawings, are basically concept drawings for the Tenderer to have a reference on the requirements that are expected to be attained from the facility.**
- **The dimensional details shown in the Tender drawings are flexible and the Tenderer is free to alter the design provided all relevant standards and guidelines are followed for arriving at the dimensional details of the required facilities.**
- The tenderer shall submit the full set of drawings including Architectural, structural, MEP services with all details in compliance with the tender drawings, KMBR, NBC and other standards and regulations for approval from the client.
- The Architectural finishing details provided in the Tender drawings and technical specifications are the preferred finishes the employer wish to have, but need not be followed exclusively. The Tenderer is free to propose for better finishes that go in line with the prefabrication technology that they are proposing to

adopt, through detailed drawings and should obtain the employers approval prior to the work commencement.

- Land for setting up the Casting Yard (if required) will not be provided by the employer and the Tenderer is expected to find a suitable location for establishing the same. However, CSML will provide the necessary support to the Tenderer in finding the location and getting the statutory approvals.
- The Tenderer should conduct a preliminary assessment of the access conditions and feasibility of transporting and erecting the fabricated modules at the work site prior to the Tender submission.
- All the arrangements for the transportation and erection of the modules, including the machineries and manpower will be under the scope of the Tenderer.
- The contractor shall execute all the cast-in situ work as well as assembling, prefabrication, etc. work in case of modular construction to complete the entire construction work including all finishes within the time limit stipulated in the clause
- All material samples to be submitted to the Employer or his Representatives at least 14 days for comments and approval prior to commencement of works and prior to use.

4.4. Landscaping Works

- Landscaping works inside the school compound as indicated in the drawings including Entrance gate, softscapes, hardscapes, etc. shall be designed and submitted for approval from the Employer before execution.

Landscaping and Yard development

- a. Providing and laying 80 mm thick factory made cement concrete interlocking paver block of M - 30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 75 mm thick compacted bed of 6 mm stone aggregate, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.
- b. Providing & laying Selection no. 1 grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden and then rolling the surface with light roller make the surface smoothen and light watering the same, with sprinkler and maintenance for 30 days or more till the grass established properly as per direction of officer in charge.

4.5. Sanitary and Water supply

- a. Sanitary and water supply arrangements as per drawings with PVC pipe 20/25/32/40/50/63/75/110 mm PVC pipe with required specials min 6kgf/cm² capacity for exposed work and 10kgf/cm² for concealed work and CPVC pipe for hot water supply.
- b. Sanitary fittings- superior quality Wash basin 600x450 mm size with necessary fittings, White vitreous china laboratory sink of size 600x450x200mm, China pedestal type Water closet (European type) with flushing cistern, providing long body CP taps 15 mm premium quality, China flat back half stall urinal of size 580x380x350 mm with automatic flushing cistern, Health faucet, Bottle trap, CP brass fittings, GM wheel Valves etc.
- c. Laying 110 mm external PVC pipe including trenching and refilling, constructing brick masonry chamber 30x30x50 cm inside for sewer connection and 60x60x750cm brick masonry chamber for junctions.
- d. Providing good quality 5x1000 liter capacity PVC storage water tank over terrace.
- e. Construction of RCC Septic Tank as per design.

4.6. Electrical Works

The Bidder shall prepare and submit suitable electrical drawings based on the requirements of each space for approval from the employer before execution. The bidder shall submit 3 sets of "good for construction" drawings for electrical purpose.

The contractor's scope for this tender shall include Design, supply, Installation, Testing and commissioning of entire electrical system as per applicable CPWD electrical specifications 2013/ IS standard and requirement of CSML. Scope of work shall include supply, installation, testing and commissioning of all equipment and systems to meet the requirement defined in specifications, data sheets and drawings attached with the tender and required for completion of the job including but not limited to the following works are in the scope of work of this tender:

4.6.1. FRLS PVC Copper Cable

Supply, installation, testing and commissioning of 3 1/2core | 4core / 3 core / 2 core FRLS PVC insulated copper conductor cable for power distribution to various equipments.

4.6.2. Fire protection system

Supply, installation, testing and commissioning of fire hydrant system, fire alarm panel, fire water pumps and fire protection system as per Kerala Municipal Building Rules.

4.6.3. Lightning Protection system

Supply, installation, testing and commissioning of air termination rod, horizontal and down conductors and providing of test link boxes for connecting to earth pits and related works.

4.6.4. Power and Lighting system

Supply, installation, testing and commissioning of power and lighting wiring, socket outlets, LED lighting fixtures, Low voltage panel, submain board, distribution board wiring, rising mains, tap off points, cable identification tags etc.

4.6.5. Earthing system

Supply, installation, testing and commissioning of earthing of all electrical equipments, panels, electrical system earthing, lightning protection system etc.

4.6.6. Uninterrupted Power Supply system

Supply, Erection , Testing & Commissioning of 3KVA , 3 phase incoming and single phase outgoing, true on line double conversion and fully microprocessor controlled UPS system with IGBT based rectifier with minimum input PF 0.95 and with minimum 95% overall efficiency at 50% load condition and THDi less than 3% on nonlinear loads including accessories and suitable power management software including IGBT/PWM technology based inverter, automatic bi-directional static switch manual bypass switch, galvanic isolation transformer, input phase reversal protection etc. complete as required. Rack mounted external battery bank of 12V sealed maintenance free batteries for 60 min backup. (Battery Make Exide /Amron/Quanta) UPS make APC/Emerson/ Numeric).

4.6.7. Solar Water Heater system

Supply, installation testing and commissioning of 250 litre solar water heater system with all related piping network and other accessories.

4.6.8. Passenger Lift

Design, supplying, erecting, testing and commissioning of capacity of 10 passengers with three stops / hospital lift with speed of 1.5 meter second, variable voltage variable frequency drive with or without a machine room for the available well size , operating at 415 volt three phase 50 cycles, stainless steel car entrance doors enclosures with flooring, car illumination, emergency light, intercom, and fan as desired by the user, central opening/ side opening door with of or without attendant operation, seven segment display, kids buttons, call register indicators, fire man drive, SS handrails inside car, full length infrared curtain in car door, automatic rescue device, voice annunciation in regional languages, brile buttons warrantee and maintenance.

4.6.9. Split Air Conditioner system

Supplying, installation, testing and commissioning of 1.5 TR 5 star split Air conditioners (in Principal's room and Computer lab) suitable for operation on AC supply single phase 50 Hz 230 volts with hermetically sealed compressor with air cooled condenser, unit will be placed outside the room on the terrace to avoid noise including standard length of suitable size of copper tubing covered with insulation tube (High wall cored / cordless) suitable capacity 3 core sheathed / PVC copper cable and a battery operated wireless remote unit.

4.6.10. Communication System

Supply, installation, testing and commissioning of OFC and CAT6 cables and termination on patch panels and related works.

4.6.11. Cable trays and cable ducts

Supply, installation, testing and commissioning of Galvanized iron cable trays, tee, bends and HDPE duct pipes for cable laying cables and termination on patch panels and related works.

4.6.12. Documentation

Preparation of Good for Construction Drawings, As-Built drawings, supply of service Manuals, etc.

4.6.13. Liaison Work

All liaison work, documentation, test certificates, co-ordination and approval from competent authorities and Government agencies such as Electrical Inspectorate, Kerala State Electricity Board for commissioning the entire system.

4.6.14. Other Works

All other works which might not have been specifically mentioned in the specifications and in schedule of quantities but are essential for operational requirements of the entire system shall be in the scope of work.

4.6.15. General

All the supply and work shall be in accordance with the relevant IS Specification and recognized standards and modern approved practice and shall meet the requirement of the latest issue of applicable codes, factory rates and regulations, supply codes and all standard accepted practice in locality *h.ru the installation is to be made' All the materials and accessories provided by Contractor under terms of this contract shall conform to the relevant Indian Standard Specifications. Samples of all equipment, materials and accessories to be supplied by the Contractor shall be submitted for the approval of CSML before they are supplied and used' Contractor shall provide all necessary labour, tools, and other requisite work like drilling, cutting, welding etc. at his own cost, Good workmanship is the

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essence of this contract and shall be complied with at all time. The Contractor shall have the works supervised by qualified and experienced engineers. All the defects pointed out by the engineer shall be rectified immediately by the contractor free of cost. The installation shall generally be carried out strictly in conformity the requirement of latest edition of the Indian Electricity Act, 1910 as amended and the Indian Electricity Rules, 1956 framed there under and all others statutory regulations that may be relevant to the installation. No alteration which may affect the structures and architecture of building shall be done without the prior approval of the engineer. All work shall be carried out in such a manner that it should not cause any inconvenience to other works which are under progress. The Contractor shall co-operate with other agencies in the area for the smooth execution of all works' Accidental damage to any property shall be reported immediately to site engineers and letter confirmed in writing.

4.6.16. General Conditions

General conditions applicable during supply, installation and commissioning phase:

Vendor shall organize construction power supply on their own. Accordingly, if required, DG sets of suitable capacity shall be deployed by the vendor for construction works,

Similarly, water required for construction works shall be arranged by the vendor through water tankers.

All machinery such as cranes, hydra, JCBs, forklifts, transport trucks, trolleys, concrete mixers, Ajax machines etc. necessary for movement and installation of materials shall be organized by the vendor,

All necessary tools and tackles such as screw driver set, power screw drivers, cutting pliers, nose pliers, spanner sets, adjustable spanners, hole saw cutter set, bending tools, torque wrenches, hack saw blades, pipe wrenches, flat / round files, drilling machines, welding machines, steel bar bending tools / templates for RCC works, spade, shovel, hammer etc. shall be organized by the vendor.

All necessary measuring instruments such as measuring tapes, digital multi meters, crimping tools electrical testers, meggers etc. shall be organized by the vendor.

Vendor shall make their own arrangements for necessary food, drinking water and accommodation for their labour and employees posted at the site. Similarly, food and drinking water required at the site, during the construction operations, shall also be in scope of vendor.

Vendor shall organize all necessary steps to meet statutory requirements such as labour license, PF, ESI, insurance etc. and also ensure compliance with relevant acts such as minimum wages act, income tax act, employee insurance act etc. for their labour deployed at site.

Vendor shall organize activities such as receipt of all supply items of Calvathy School building at site. Unloading from the trucks, safe storage at site, movement from storage location to point of construction etc. Vendor shall deploy their own security watch and ward to safeguard their supply items from pilferage, Insurance for the supplied items until the completion of erection of all the PEB rooms shall be the responsibility of vendor,

Vendor shall maintain updated labour register, with name, age, qualification, salary, attendance details etc. at the site.

Vendor shall use danger boards, wherever required, to ensure safety of the persons during the work at site.

Vendor shall adhere to all necessary Personal Protective Equipments (PPE) and safety norms such as use of helmet, goggles, hand gloves, gumboots, aprons, safety belts etc. It is the ultimate responsibility of the vendor in all respect to prevent accidents at the site and safeguard their labour from accidents.

Vendor shall, at the completion of every work, clear off the debris, which resulted out of the work.

Vendor shall carry out the work without causing inconvenience to other contract groups at the site. In case of conflicts with other groups, vendor shall ensure that the matter is resolved at once amicably so that the progress of work is not affected, Any damages on the other buildings, structures etc. of the site, if attributable to the acts of labour employees of vendor, shall be rectified and made good by the vendor at their own cost,

No child labour shall be employed for execution of the present contract as per child labour prohibition Act.

Any miscellaneous materials, which are found essential for technical completion of the contract but not mentioned explicitly in this specification, shall be deemed to be included in the specifications, accordingly, such materials shall be included by the vendor as part of the offer

CSML shall witness routine / acceptance tests performed at manufacturer works for the items supplied by vendor, Vendor shall accordingly provide inspection call to CSML with submission of quality assurance plan in advance. For the items bought out from dealers, test certificates, as per relevant IS / IEC standards, as issued by manufacturer shall be submitted to CSML. However, prior approval shall be obtained from CSML for procurement of the item from dealers.

Field Quality Plan / Quality control system: Vendor shall make arrangements for testing of all construction materials in accordance with FQP (Field quality control plan) as approved by CSML, If required for this purpose, an exclusive testing laboratory shall be established at site, Vendor shall deploy a well experienced quality control engineer to monitor all QC activities at site as per approved FQP,

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Any deviations during construction shall be discussed with director, CSML and implementation shall be taken up only after approval from CSML.

Vendor shall submit periodic status report, on daily as well as weekly consolidated basis, to CSML on the progress of the contract.

Supply, installation, testing and commissioning of Electrical Equipments such as Low Voltage Panel, Rising mains, submain Distribution boards, smart energy meter, building electrification, lightning protection system of building, complete fire protection system as per Kerala Municipal Building rules, providing service Connection to school building UG cables through cable ducts, Lighting Distribution Boards, road lighting using Galvanized Iron Poles with LED lamp fixtures of suitable wattage, control panels, junction box, 415 volts 3 phase, 50 Hz, 0.8 pf of approved make complete with Lighting Control Panel and Automatic control of lighting circuits, motor starter, 3 KVA Uninterrupted Power Supply with all accessories like batteries, leads, terminals, complete with supply laying and termination of suitable size of Aluminium Conductor, XLPE and PVC insulated, PVC sheathed, armoured cables of approved make and using heat shrink type cable terminations of approved make for terminations, earthing of electrical equipments, control panels and junction box, cable trays as per standards and specifications within Calvathy School.

The lighting, wiring and small power and AC layout drawings of all floors of all are shown in the tender drawings for reference. Split type air conditioners shall be installed in computer lab and principal's room. Exhaust fans and ceiling fan layouts are shown in the electrical layout drawings.

The Contractor is also responsible for liasoning with Central/state Government Departments / KSEB/ CEIG or any other authorities concerned on for matters like work entrustment, vendor approvals, drawing approvals, approvals and any other matters connected with the work and gets the approvals within the specified time for successful completion of work for all matters including obtaining approved designs & drawings, and commissioning of the Project including all incidental costs incurred thereon. Cochin Smart Mission Limited, however, will provide only all the required administrative supports to the contractor in this regard and also would reimburse to the Contractor all the statutory charges paid to the departments like /CEIG on production of official receipts thereon.

The quoted price should include all expenses proposed to be incurred by the bidder in detailed surveying, liasoning with all Government Departments/ Electrical Inspectorate and Other Competent authorities.

Civil foundations as recommended by the manufacturers of feeder pillars, lighting pole and mounting arrangement for Control panel and junction box etc. shall be in the scope of the contractor.

All the civil works such as excavation of earth, lying of Hume pipes/ HDPE pipes/ DWC pipes in concreting, back filling of cable trench, providing man holes as required for cable laying and jointing as per standards.

4.7. Plumbing, HVAC, Firefighting & other services

- Plumbing service installation for the new constructions as specified in the tender drawings and as per the technical specifications and Good for Construction drawings. It includes, supply and installation of sanitary fittings, water tank for storage, plumbing works, CP fittings, finishing outside plumbing work and tank, etc.
- Compliance to general fire and safety guidelines and standards as per NBC and Kerala fire and rescue department norms.
- Supply, installation, testing and commissioning of Firefighting Equipments such as electric driven pumps and its foundation, outdoor feeder pillar type electrical control panel, starter, MS pipes including fittings like elbow, tees, flanges, taper, nuts& bolts, gasket etc, First aid Hose reel with MS construction, butterfly valves, Gun metal gate valves, Brass/Gun metal nonreturn valves, Remote push button station for Booster pump, Fire extinguisher etc complete as per standards and specifications.
- Fire alarm System- Supply, installation, testing and commissioning of fire alarm system including Fire alarm control panel, Manual call point, Hooter, FRLS cables, Fire brigade etc complete as per standards and specifications.
- Public addressing system- Supply, installation, testing and commissioning of Public addressing system including dual input amplifier with Microphone and DVD player, 6W ceiling mounted speaker with wooden box and accessories, Fixing emergency photo luminescent "informatory/ cautionary signage" etc complete as per standards and specifications.

Note: Geotechnical investigation carried out by the agency engaged by the Employer will be made available with the tender document which can be used by the bidder for initial assessment of the soil conditions and structural design of the foundation. However the employer shall not be held liable for any variances found in the conditions mentioned in the report in any case.

5. Key tasks/ Deliverables by the contractor after award of the contract prior to starting construction

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- The contractor should conduct Site surveys as per requirements, Geotechnical investigations/ Surveys, hydrological investigations, obtaining all required approvals from the relevant authorities, and preparation of working Drawings for all the components of the work as per Employers requirement and submit the same to client for review and approval before starting construction.
- The contractor should submit a detailed timeline for scope of work to be carried out including details of the man power deployment for the projects prior to commencing the works for approval by the Employer. Each submission shall be approved within a time frame of 15 days from submission. The time duration of construction shall by no means be extended by more than a total of 180 days, starting from excavation till handing over.
- The contractor shall submit 3 sets of "Good for construction drawings" of Architectural, structural, MEP (Mechanical, electrical, Plumbing) and all services that are necessary for accurate execution of the project 15 days before the start of construction work.

5.1. Schedule of Completion of work:

Sr. No.	Description	Schedule of Delivery
1.	Concept Architectural Drawings with detail Engineering Designs and technical specifications & methodology for approval.(Survey (Topographical, Geotechnical & Hydrological Survey) after submission of field data, drawing & approval)	07 days from date of signing of agreement.
2.	Final Architectural Drawings with detail Engineering Designs and technical specifications & methodology, and sanction drawings for Municipal approval, electrical, sanitary, ICT, Fire Fighting & HVAC and Landscape design.	24 days from the date of approval of approval of concept drawings.
3.	Approval by the Employer for the entire project and its components	30 days from the submission of final details and drawings by the contractor.
4.	Commencement of construction work	07 days from the date of approval of all detailed drawings.
4.	Completion of construction and handing over of the premise ready to occupy.	120 days from date of commencement of work.
5.	Submission of complete set of "As-built drawings" of architectural, structural, MEP, etc	07 days from the completion of work.

- The Employer or his representatives will supervise and monitor the progress of the design and construction phase and Contractor shall provide necessary coordination.
- Preparation and Submission of Complete Bill of Materials (BOM) and quantities along with detailed technical specifications, manufacturer's details and delivery schedule at the sites in Material Approval request format for approval of the PMC.
- Procurement programme indicating purchasing and dispatch of materials as per the implementation timelines. Shall also provide the supporting evidence for all the items delivered to the site and take possession of said items.
- Preparation and submission of the details of the man power and machinery deployment for the project.
- Contractor shall prepare the documentation for showcasing the daily and weekly progress and the quantification of work done, it is mandatory to submit the progress report in hard copy and soft copy every week. Monthly progress reports with Photos and Video to be submitted monthly.
- There will be no additional payments for preparation of shop drawings, GFCs, surveys or tests.
- Post completion, the contractor shall have to prepare 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format.

6. Contractor's Obligations

- All safety related aspects shall be the responsibility of contractor.
- While undertaking design and construction works of the Project or any of its parts, the Successful Bidder shall adhere to the latest amended National Building Code of India, IRC, MORTH, other relevant IS & BS codes for all disciplines like civil structural, architectural, interiors, Mechanical, Electrical & Plumbing, IT

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and practices, Development Control Rules (KMBR), FAR Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.

- All required plant and machinery for execution are in scope of the Contractor.
- Curing to RCC, brickwork, plaster works is in scope of the Contractor and shall be done as per standard practices.
- Test reports for all materials to be submitted establishing their conformance to standards.
- Stacking of all serviceable materials shall be handed-over to Employer. Unserviceable usable materials to be disposed by mechanical transport including loading, unloading etc. for all leads and lifts. Removal of debris/ vegetation by manual means and its disposal for all lead and lifts shall also be done.
- All necessary scaffolding for construction of various facilities is in scope of the contractor.
- On completion of the work, it will be handed over to CSML. However, the contractor will be responsible for maintaining the asset for 3 years of Defect Liability Period, during which, the contractor will be liable to rectify or amend the defect, if any, including those for civil works, mechanical/ electrical/ plumbing and instrumentation works, IT instrumentations, etc. and will change all the equipments or parts there of promptly and without any additional cost.
- Structure Stability Certificate to be provided by the contractor at the completion of the work.
- The quality assurance, quality control plans to be submitted for approval before commencement of works.
- The sample pallets for materials to be submitted for approval before procuring the material.

Section VI. General Conditions (GC)

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Section VI. General Conditions (GC)**General Conditions**

1. DEFINITIONS AND INTERPRETATION		
1.1	Definitions	In the contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the Context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.
1.1.1	Documents	
	1.1.1.1	"Appendix to Form of Tender" means the completed pages in title Appendix, which are appended to and form part of the Tender.
	1.1.1.2	"Bill of Quantity" means a document containing various items of payment and contains schedule of Payment also.
	1.1.1.3	"Construction and/or Manufacture Documents" means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals and other manuals and information of a similar nature, to be submitted by the Contractor.
	1.1.1.4	"Contract" means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements, the Tender, the Notice Inviting Tender, Instructions To Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (if completed).
	1.1.1.5	"Contract Agreement" means the contract agreement referred to in Sub-Clause 1.4. It shall also include all subsequent modifications/amendments to the Contract as a result of the communications between the parties and executed in writing.
	1.1.1.6	"Contractor's Proposal" means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor's preliminary design.
	1.1.1.7	"Contractor's Document" means the calculations, computer programme and other software, drawings, manuals and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
	1.1.1.8	"Design Data" means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
	1.1.1.9	"Drawings" means the Employer's Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished

		or for which the Engineer has issued a Notice of No Objection.
	1.1.1.10	"Employer's Requirements" means the description of the scope, standard, design criteria, specifications, drawings, programme of work, indigenisation programme (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
	1.1.1.11	"Interim Payment Schedule" means the schedule included for each Cost Centre in the Pricing Document and accepted by the Employer to be used for interim payments in relation to achievement of milestones under that Cost Centre, as the same may be revised from time to time in accordance with Clause 11.
	1.1.1.12	"Letter of Acceptance" means the formal acceptance to work by the Employer of the Tender.
	1.1.1.13	"Notice to Proceed" means the notice issued by the Employer to the Contractor communicating the date on which the Works are to be commenced.
	1.1.1.14	"Letter of Tender" means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
	1.1.1.15	"Safety, Health and Environmental (SHE) Manual" means the Employer's manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
	1.1.1.16	"Schedules" means the information and data submitted with the Tender, as included in the Contract.
	1.1.1.17	"Tender" means the Contractor's priced offer to the Employer for the designing where ever applicable, execution, manufacture, and completion of the whole of Works, testing and commissioning (including Integrated Testing and Commissioning where ever applicable) and remedying of any defects therein, as accepted by the Letter of Acceptance
	1.1.1.18	"Schedule of Milestones" means the schedule included in each Cost Centre in the Pricing Document, describing the Milestones and stipulating dates by which the Milestones are to be achieved under that Cost Centre in order to maintain interim payments by the Employer to the Contractor in accordance with the Interim Payment Schedule for that Cost Centre, as the same may be revised from time to time in accordance with the Contract.
	1.1.1.19	"Schedule of Payment" means the schedule included in the Bill of Quantity for payment in various stages on part of the works.
	1.1.1.20	"Special Conditions of Contract" means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to and conditional upon acceptance of the Tender.
	1.1.1.21	"Works Programme" means the programme showing the sequence, method and timing of investigations, design, issue of

		No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning), indigenisation (where applicable) and related activities in the form and content prescribed by the Employer's Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.
1.1.2 Persons		
	1.1.2.1	"Party" means the Employer or the Contractor as the context requires
	1.1.2.2	"Tenderer or Bidder" means the person submitting a bid/Tender.
	1.1.2.3	"Contractor" means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
	1.1.2.4	"Contractor's Representative" shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-clause 4.3 to act on behalf of Contractor.
	1.1.2.5	"Designated Contractors" means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time: (a) contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer; (b) sub-contractors of any tier of the contractors above; provided that the definition shall exclude the Contractor and his sub-contractors of any tier in relation to the Works.
	1.1.2.6	"Other Contractor" means a person employed by or having Contract directly or indirectly with the Employer otherwise than through the Contractor.
	1.1.2.7	"Designer" means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design of Works or part thereof.
	1.1.2.8	"Employer" means Managing Director, Cochin Smart Mission Ltd (CSML), Cochin, its legal successors and assignees.
	1.1.2.9	"Engineer" means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
	1.1.2.10	"Engineer's Representative" means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3
	1.1.2.11	"Sub-contractor" means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of such person.

1.1.3 Dates, Times and Periods		
	1.1.3.1	"Commencement Date" means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
	1.1.3.2	"Contract Period" means the period from the Commencement Date to the end of Defects Liability Period including Integrated Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub-Clause 10.3).
	1.1.3.3	"Day" means a calendar day, "Week" means 7 calendar days, "Month" means a calendar month and "Year" means 365 days.
	1.1.3.4	"Effective Date" means the date on which the Contract comes into force and effect.
	1.1.3.5	"Gazetted Holiday" means every holiday which is observed by Cochin Smart Mission Limited as a gazetted holiday as well as a weekly holiday.
	1.1.3.6	"General Holiday" means Sunday.
	1.1.3.7	"Key Date" means a date identified as such in the Contract.
	1.1.3.8	"Milestone" means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
	1.1.3.9	"Milestone Date" means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved, if Interim Payments for the Cost Centre in which the Milestone is included are not to be suspended.
	1.1.3.10	"Stage" means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
	1.1.3.11	"Time for Completion" means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.
1.1.4 Tests and Completion		
	1.1.4.1	"Factory Tests" means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
	1.1.4.2	"Integrated Testing" in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor's tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.

	1.1.4.3	"Milestone Certificate" means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
	1.1.4.4	"Performance Certificate" means the certificate issued by the Engineer under Sub-Clause 10.9.
	1.1.4.5	"Taking Over Certificate" means a certificate issued under Clause 9.1.
	1.1.4.6	"Tests on Completion" means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.
1.1.5 Money and Payments		
	1.1.5.1	"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract,
	1.1.5.2	"Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site,
	1.1.5.3	"Cost Centre Amount" means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same may be revised from time to time in accordance with the Contract.
	1.1.5.4	"Final Payment Certificate" means the payment certificate issued by the Engineer under Sub-Clause 11.9.
	1.1.5.5	"Final Statement" means the agreed statement defined in Sub-Clause 11.10.
	1.1.5.6	"Foreign Currency" means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.
	1.1.5.7	"Interim Payment Certificate" means any payment certificate issued by the Engineer under Sub-Clause 11.5, other than the Final Payment Certificate.
	1.1.5.8	"Local Currency" means Indian Rupees.
1.1.6 Other Definitions		
	1.1.6.1	"Approval or Approved" means Approval in writing including subsequent written confirmation of previous verbal approval.
	1.1.6.2	"Contractor's Equipment" means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.

	1.1.6.3	"Cost Centre" means a group of activities and/ or items of work identified as such in the Pricing Document.
	1.1.6.4	"Materials" means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
	1.1.6.5	"Plant" means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
	1.1.6.6	"Section" means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any).
	1.1.6.7	"Site" means the places provided by the Employer where the Works are to be executed and to which Plant and Materials are to be delivered, and any other place as may be specifically designated in the Contract as forming part of the Site.
	1.1.6.8	"Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
	1.1.6.9	"Specification" means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
	1.1.6.10	"Test" means such Tests as are prescribed in the Specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
	1.1.6.11	"Variation" means any alteration and/ or modification to the Employer's Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.
	1.1.6.12	"Works" means the work, both permanent and temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Materials and their accessories.
	1.1.6.13	"Permanent Works" means the permanent works to be designed and executed in accordance with the Contract.
	1.1.6.14	"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required for the execution

		and completion of the Works, and the remedying of any defects.
	1.1.6.15	"Project" means Cochin Smart City Projects
1.2	Interpretation	
	In the Contract except where the context requires otherwise:	
1.2.1	<p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular and</p> <p>(c) "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these condition.</p>	
1.2.2	Terms and expressions not herein defined" shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.	

1.3	Law and Language <p>The contract shall be governed by the Act and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.</p>
1.4	Contract Agreement <p>The Employer and the Contractor shall execute a Contract Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor. The value of stamp paper shall be calculated according to the Kerala Stamp Act 1959 i.e. "One rupee for every Rs 1000 or part thereof on the amount agreed in the contract, subject to a minimum of rupees 200 and a maximum of rupees one lakh."</p>
1.5	Priority of Documents <p>The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:</p> <ul style="list-style-type: none"> (a) The Contract Agreement; (b) The Letter of Acceptance; (c) Pre and Post bid proceedings (d) Form of Tender (e) BOQ/Payment schedule (f) NIT (g) ITT (h) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification (i) Drawings (j) The Employer's Requirements (k) The Special Conditions of Contract; (l) The General Conditions of Contract; (m) The Contractor's Proposal; and (n) Any other document forming part of the Contract.
1.6	Care and Supply of Construction and/or Manufacture Documents <p>The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and assistants (as referred to in Sub-Clause 5.3).</p> <p>The Contractor shall keep on Site one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-Clause 5.3. The Employer, the Engineer and their assistants (as referred to in Sub-Clause 3.3) shall have the right to access these documents at all reasonable times. On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.</p>
1.7	Communications <p>Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.</p>

1.8 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.9 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.10 Compliance with Statutes, Regulations and Laws

The Contractor shall familiarize themselves and conform in all aspects with:

- (a) the provision of any enactment in India as applicable from time to time
- (b) the regulations or bye-laws of any local body and utilities.
- (c) The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.

Ignorance of Rules, Regulations and Byelaws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

1.11 Joint and Several Liability

If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated grouping of two or more Persons:

- (a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer

2. THE EMPLOYER

2.1 General Obligations

The Employer shall provide the Site/area of works and shall pay the Contractor in accordance with the Contract.

2.2 Access to and possession of the site

The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.

If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.

For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.

2.3 Permits, Licenses or Approvals

It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.

The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.

2.4 Assignment by the Employer

The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or there under to any third party.

3. THE ENGINEER**3.1 Appointment of Engineer**

The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.

3.2 Duties and Authorities of the Engineer

The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority specified in, or necessarily to be implied from the Contract. If the Engineer is required to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in Special Conditions of Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-Clause 5.4.

The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.

3.3 Engineer's Authority to Delegate

- i) The Engineer, may from time to time assign and delegate authority to Engineer's representatives/assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.
- ii) Each Assistant to whom duties have been assigned or authority has been delegated shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an assistant shall have the same effect as though the act had been an act of the Engineer. However:
 - (a) Any failure to disapprove any Plant, Goods, Material, design and workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods, Material, design and workmanship;
 - (b) if the Contractor questions any determination or instruction of an assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

3.4 Engineer's Instructions

The Contractor shall comply with instructions given by the Engineer in accordance with the Contract. The Contractor shall give reasonable notice to the Engineer of any instruction, which he considers necessary for the execution of the Works, to enable the Engineer to issue the instruction so that progress of the Works is not delayed. The Engineer shall not, however, be bound to issue any instruction which, in his opinion, is unnecessary.

No act or omission by the Engineer or the assistants to the Engineer in the performance of any of the Engineer's duties or the exercise of any of the Engineer's powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract.

3.5 Engineer to Attempt Agreement

When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer

4. THE CONTRACTOR

4.1 General Obligations

The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Works.

The Contractor shall design, if in the scope of work, manufacture, execute, install, complete, test (including Integrated Testing in case of rolling stock and signalling contracts) and commission, the Works, including providing Construction and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

Before commencing design, if in the scope of the contract, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-Clause 4.8.

The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause 12 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer.

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the contract, commissioning of the Works and remedying of the Defects.

The Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- (a) conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);
- (b) availability of electricity, water and gas;
- (c) availability of skilled manpower;
- (d) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- (e) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- (f) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.

4.2 Performance security	
4.2.1 Performance security Amount	<p>i) Within 28 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable. The approved form provided in the 'Instructions to Tenderers' documents or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 3 months beyond the Defect Liability Period. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.</p> <p>ii) Whenever the contract value exceeds beyond 25% of the original contract value either due to employer's variation or due to contractor's variation, the contractor shall submit additional performance security equal to an amount of 10% of the variation reduced by an amount equal to 5% of the work already certified as completed by the Engineer-in-Charge on the date of variation subject to a maximum limit of 10% of the variation amount.</p> <p>iii) No additional performance security will be required to be submitted if the variation is within 25% of the original contract value</p>
4.2.2 Forfeiture	Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the tender security.
4.2.3 Release	<p>The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor.</p> <p>i) On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Taking over Certificate by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period</p> <p>ii) The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defects Liability Period as per Clause 10.9 of these conditions.</p>

4.2.4 Guarantees and Warranties	<p>Within 21 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:</p> <ul style="list-style-type: none"> (a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection. (b) A written Guarantee in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection. (c) A warranty in the approved format from the Contractor. In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee. <p>Notwithstanding any other provision of the Contract:</p> <ul style="list-style-type: none"> (a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and (b) failure by the Contractor to provide a Performance security or parent company Undertakings or parent company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.
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4.3 Representation on Works

Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Sub-Clause 13.2

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

4.4 Facilities for and co-ordination with Others

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer, Designated Contractors, utility undertakings, other relevant authorities and other contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project:

- (a) The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):
 - i) comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
 - ii) consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;
 - iii) participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer that the Works have been designed and constructed in a manner compatible with the works of Designated Contractors.
- (b) The Contractor shall undertake design co-ordination with other contractors who are carrying out works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.
- (c) Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- (d) The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- (e) If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.
- (f) It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors.

The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations.

If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in respect of liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.

4.5	Sub-contractors
4.5.1	The Contractor shall not sub-contract any of the works.
4.5.2	<p>Unless otherwise stated in the Special Conditions of Contract:</p> <ul style="list-style-type: none"> (a) the Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the makes specified in the Contract or provisions of labour or for the sub-contracts for which the Sub-contractor is named in the Contract; (b) the prior consent of the Engineer shall be obtained for other proposed Sub-contractors; (c) not less than 28 days before the intended date of each Sub-contractor commencing work, the Contractor shall notify the Engineer of such intention; and the Contractor shall give fair and reasonable opportunity for contractors in India to be appointed as Sub-contractors.
4.6	<p>Assignment of Contractor's and Sub-contractor's Obligations</p> <p>The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:</p> <ul style="list-style-type: none"> (a) a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or (b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. <p>If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the Employer.</p> <p>In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub-Clause 2.4.</p>
4.7	<p>Compensation for Breach</p> <p>Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.</p>
4.8	Setting Out

4.8.1 Accurate Setting Out	<p>The Contractor shall be responsible for</p> <ul style="list-style-type: none"> (a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writing (b) the correctness of position, levels, dimensions and alignments of all parts of the Works (c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works <p>The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.</p>
4.8.2 Errors in Setting out	<p>If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.</p>
4.9 Site Data <ul style="list-style-type: none"> i) The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs. ii) The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. iii) The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation: <ul style="list-style-type: none"> (a) the form and nature of the Site, including the sub-surface conditions; (b) the hydrological and climatic conditions; (c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects; (d) the applicable laws, procedures and labour practices (e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services. (f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk. 	

4.10 Sufficiency of accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.

4.11 Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

4.12 Rights of way and Facilities

The Employer will acquire and provide land for Permanent Works and right of way (within CSML's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.

4.13 Programs

The Contractor shall submit a detailed programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include the following:

- (a) the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- (b) all major events and activities in the production of Construction or Manufacture Documents; and
- (c) the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.

Unless otherwise stated in the Contract, the programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.

No significant alteration to the programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the programmes, the Engineer may instruct the Contractor to revise the programmes, showing the modifications necessary to achieve completion within the Time for Completion.

Consent by the Engineer to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date.

4.14 Progress Reports

The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.

If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.

The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

The progress reports shall conform to the Employer's Requirements.

4.15 Contractor's Equipment

4.15.1	All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed
4.15.2	Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and his unused materials
4.15.3	The Employer shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in Clauses 14.1

4.15.4	In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
4.15.5	The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works
<p>4.16 Safety of Works</p> <p>The Contractor shall throughout the contract period of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:</p> <ul style="list-style-type: none"> (a) shall engage only qualified and experienced electrical engineers, supervisors, wiremen and helpers with all personal protective equipment (PPE) for execution of project and maintenance of street lighting system. (The personal protective equipments such as Helmet, safety shoes, gloves, safety belts, mask, earplug etc. shall be provided to each employee/worker by the contractor). (b) Shall use Proper tools and Personal Protective Equipments while executing the installation and maintenance work. (c) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation; (d) have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons. (e) provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and (f) where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work. <p>Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.</p>	

4.17 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.

The Contractor's Site Environmental Plan shall be developed from his Employer's Safety, Health and Environmental Manual (SHE Manual), as per the Employer's Requirements and Special Conditions of Contract. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE Manual.

Contractor shall keep the work place neat and tidy and shall clear all the waste materials of work and dump it at designated location allocated by the employer.

4.18 Electricity Water and Gas

The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.

4.19 Tools, Plants and Equipment Supplied By The Employer

Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, cranes, ladders, manlift, testing instruments, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge.

On completion of the contract, the Contractor shall hand over the of the tools, plants and equipment's to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.

The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.

4.20 Employer's Materials & Excavated Materials

- i) Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.
- ii) Unless otherwise specified, the Contractor shall not sell or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other materials obtained from the work Site and these shall be the property of the Employer and will be disposed off only in the manner instructed by him.

4.21 Sheds, Stores, Yards

It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.

4.22 Temporary Works

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer is authorized to get the same removed and recover the cost there of from the Contractor.

4.23 Unforeseeable Physical Conditions

In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.

If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:

- (a) for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- (b) for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered. The decision of the Engineer as to the additional cost shall be final and binding.

4.24 Access for Engineer

The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorised by him, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.

4.25 Access Road and Way Leaves

Providing access roads/ way leaves to the site will be Contractor's responsibility.

4.26 Contractor to keep Site Clear

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer.

On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Engineer will be recovered from the Contractor's dues.

No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc shall have been affected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal/clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.

4.27 Security of the Site

The Contractor shall be wholly responsible for security of site and Works. Unless otherwise stated in Special Conditions of Contract

- (a) the Contractor shall be responsible for keeping unauthorized persons off the Site; and
- (b) Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the Engineer.

4.28 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

4.29 Discoveries

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.

4.30 Publicity

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

4.31 Disclosure Of Relationship

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.

4.32 Use of Explosives

Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.

4.33 Corrupt or fraudulent practices

4.33.1 Definition	<p>The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:</p> <p>(a) defines, for the purpose of these provisions, the terms set forth below as follows:</p> <p>i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and</p> <p>ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>iii) Breach of any of the contract condition during execution.</p> <p>(b) Will reject the Tender for the Work or rescind the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.</p> <p>(c) Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.</p> <p>(d) The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, CSML of any fraud/suspected fraud as soon as it comes to their notice.</p>
4.33.2 Compensation to Contractor on rescission of Contract	<p>In the event of rescission of Contract under Sub-clause 4.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of rescission.</p>
5. DESIGN	
<p>The clauses under the head 'Design' are applicable only in 'Design & Build' contracts and in case of 'Part Design & Build' contracts, these are applicable only to part of the contract in which the design is the responsibility of the contractor.</p>	

5.1 General Obligations

The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.

The Contractor holds himself, and his designers as having the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.

The designer shall be the same entity as proposed by the Contractor at the time of pre-qualification, unless otherwise approved by the Employer. The Contractor shall furnish Designer's Warranty in the format approved by the Employer.

5.2 Contractor's warranty of design

- a) The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b) The Contractor warrants that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- c) The Contractor warrants that the Works have been or will be designed, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice
- d) The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works
- e) The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment
- f) The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, practicality of design for Employer's Requirements.
- g) The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- h) The Contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements:
 - i) Notwithstanding that such design may be or have been prepared,
 - ii) developed or issued by the Employer, any of Contractor's consultants, his subcontractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - iii) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - iv) Notwithstanding that the same have been accepted by the Engineer

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

5.3 Construction and Documents

The Manufacture Documents shall comprise the technical documents specified in approvals, documents described in Sub Clause 5.6 (As Built Document), and Sub Clause 5.7 (Operations and Maintenance Manuals). The Contractor shall prepare all Manufacture Documents in sufficient detail and shall also prepare any other document necessary to instruct the Contractor's personnel. The Engineer shall have the right to inspect the preparation of all these documents wherever they are being prepared.

Each of the Construction Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction review. Unless otherwise stated in Employer's Requirements, each review by the Engineer shall not exceed 21 days, calculated from the date on which the Engineer receives the Manufacture Document. The Engineer may during the review period, give notice to the Contractor that a Manufacture Document fails (to the extent stated) to comply with the Employer's Requirements, it shall be rectified, resubmitted and reviewed (and if specified, Approved) in accordance with this Sub-Clause, at the Contractor's cost.

For each part of the Works, and except to the extent that the prior consent of the Engineer shall have been obtained:

- a) In the case of a Construction Document which has (as specified) been submitted for the Engineer's approval
 - i) The Engineer shall give notice to the Contractor that the Construction Document is provided with no objection, with or without comments, or that it fails (to the extent stated) to comply with the Contract
 - ii) Execution of such part of the Works shall not commence until the Engineer has provided with no objection the Construction Document; and
 - iii) The Engineer shall be deemed to have provided with no objection the Construction Document upon the expiry of the review periods for all the Construction and/or Manufacture Documents which are relevant to the design and execution of such parts, unless the Engineer has previously notified otherwise in accordance with sub-paragraph (i)
- b) Construction of such part of the Works shall not commence prior to the expiry of the review of the Construction and/or Manufacture Documents which are relevant to its design and execution;
- c) Construction and/or manufacture shall be in accordance with such reviewed (and if specified, approved) Construction Documents; and
- d) If the Contractor wishes to modify any design or document which has previously been submitted for such pre-construction and/or pre-manufacture review, the Contractor shall immediately notify the Engineer, and based on Engineer's approval shall subsequently submit revised documents to the Engineer in accordance with the above procedure.

If the Engineer instructs that further Construction Documents are necessary for carrying out the Works, the Contractor shall promptly and at Contractor's cost prepare such documents.

Errors omissions, ambiguities, inconsistencies, inadequacies and other defects if found at any stage in construction or any operations manufacture documents, then shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.

5.4 Technical Standards and Regulations

The design, the Construction Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations

5.5 Samples

The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-Clause 5.3:

- a) manufacturer's standard samples of Materials,
- b) samples (if any) specified in the Employer's Requirements.
- c) A 3D physical model of the project (cut plan of a floor)

Each sample shall be labelled as to origin and intended use in the Works.

5.6 Spares and Tools

This clause is applicable for 'Build' part of contract also The Contractor shall provide spares such as control cards, fuses indication lamps for the operation and maintenance of street light management system at his own cost.

5.7 As-Built Drawings and Documents

This clause is applicable for 'Build' part of contract also. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other pertinent details.

Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one Autocad Soft copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Employer's Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such documents have been submitted to the Engineer.

5.8 Maintenance Manuals of MEP

Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Maintenance Manuals in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.

5.9 Intellectual Property Rights and Royalties

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty- free licence (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

6. STAFF AND LABOUR

6.1 Engagement of Staff and Labour

The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.

6.2 Rates of Wages and Conditions of Labour

Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.

The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.

Labour provided by the Contractor, either directly or through sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

6.3 Persons in the service/retired of Employer/Engineer

- a) The Contractor shall not recruit or attempt to recruit, staff and labour from amongst the Employer and the Engineer's personnel.
- b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.

In case of noncompliance of above, in addition to any or several of the courses, referred in Sub-clauses 13.2 being adopted by the Employer the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.

6.4 Labour Laws

- a) In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India. For any non-compliance with statutory requirements the contractor will be terminated by the employer.
- b) The Contractor shall have a Labour Welfare officer who shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context the Contractor is also required to familiarize himself with Kerala Labour Welfare Fund Rules and comply with the same.
- c) The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.

6.5 Working Hours

The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work. The Contractor shall provide adequate lighting and safety arrangements.

6.6 Facilities for Staff and Labour	
	<p>The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub- contractor's) staff and labour. All accommodation shall be maintained in a clean and sanitary condition by the contractor at his cost.</p>
6.7 Health and Safety	
	<p>Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Health, Safety and Environment Manual (SHE Manual).</p>
6.8 Contractor's Superintendence	
	<p>The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.</p>
6.9 Provision Of Efficient And Competent Staff	
	<p>The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:</p> <ul style="list-style-type: none"> a) persists in any misconduct, b) is incompetent or negligent in the performance of his duties, c) fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
6.10 Preservation of Peace and orderly conduct	
6.10.1	<p>The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty contractors, Sub Contractors etc. In case, deployment of a Special Police Force, becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.</p>
6.10.2	<p>The Contractor shall at all times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated state or under influence of drugs, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.</p>

6.11	Labour to be Contractor's Employee
	If, the Contractor directly or through petty contractors or Sub-Contractors supplies any labour to be used wholly or partly under the direct orders of the Contractor/Engineer in connection with any work being executed by the Contractor, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.
6.12	Report Of Accidents To Labour
	The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expeditious in accordance with the Employees Compensation Act.
6.13	Claim` on account of violation of Labour laws
	The Contractor shall be solely accountable for violation of any labour law by it, its petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer.
7. QUALITY CONTROL	
7.1	Manner of Execution
	All Plant, goods, and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice. Approval for such works should be taken well in advance from the Engineer.
7.2	
	Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or its absence conform to any International Standard approved by the Engineer. Samples for the items shall be supplied by the Contractor at his own cost.
7.3	Delivery to Site
	The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, construction, Materials, Contractor's Equipment and other things required for the completion of the Works.
7.4	Inspection
	The Employer and the Engineer shall at all reasonable times have full access to all parts of the Site and to all places from which natural materials are being obtained, and during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.
	The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipment's. No such Activity/inspection shall relieve the Contractor from any obligation or responsibility.

<p>7.5 Testing</p> <p>This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion. The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. All the mandatory tests for the materials shall be conducted as per MoST/CPWD specification</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests. All registers, files etc shall be maintained by the contractor in good condition under the supervision of the Engineer.</p>	<p>7.6 Rejection</p> <p>(i) If, as a result of inspection, examination or testing, any Plant, goods, Material, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same and by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.</p> <p>(ii) If the Engineer requires such Plant, goods, Material, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any sum due, or to become due, to the Contractor.</p> <p>(iii) Notwithstanding any previous Test or certification, the Engineer shall have the authority to instruct the Contractor :-</p> <p>a) To remove from the Site and replace any plant or Materials which is not in accordance with the Contract.</p> <p>b) To remove and re-execute any other work which is not in accordance with the Contract.</p> <p>c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>(iv) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any sum which may be due to the Contractor.</p>		
<p>7.7 Liability after Inspection and Testing</p> <p>The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.</p>	<p>7.8 Ownership of Plant and Materials</p> <p>Deleted</p>		
<p>7.9 Cost of Employer's Attendance Including Travel</p> <p>The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-Clauses 7.4 and 7.5 above. The cost of attendance including travel by the Employer, Engineer or his Representative for the purpose of Sub-clause 7.6 shall be borne by the Contractor.</p>	<p>7.10 Covering up of Works</p> <table border="1"> <tr> <td data-bbox="212 1812 667 1885"> <p>7.10.1 Examination of work Before covering up</p> </td><td data-bbox="667 1812 1429 1885"> <p>No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.</p> </td></tr> </table>	<p>7.10.1 Examination of work Before covering up</p>	<p>No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.</p>
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7.11 Tests after Completion	
7.11.1 Contractor's Obligations	<p>The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub-Clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence</p> <ul style="list-style-type: none"> (a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage (b) Commissioning Test shall include the specified operational tests to demonstrate that Works or Sections can be operated safely and as specified under all available operating condition (c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract <p>The Contractor at his cost shall arrange all tools, equipments, gadgets, facilities or as deemed necessary by the Engineer for such tests, In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests.</p>
7.11.2 Delayed Tests	<p>If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within 21 days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.</p>
7.11.3 Retesting	<p>If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.6 "Rejection" shall apply, and the Engineer or the employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>

7.11.4 Failure to Pass Tests on Completion	<p>If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 7.11.4, the Engineer shall be entitled to:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion under Sub-Clause 7.11.4; (b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the (c) Contractor as are provided under Clause 13; or issue a Taking Over Certificate, if the Employer so requires. The Contract <p>Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.</p>
7.12 Integrated testing and system commissioning	
7.12.1 Integrated Testing	<p>Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.</p>
7.12.2 Compilation of Test Results	<p>The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.</p>
7.12.3 Retesting	<p>If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p>
7.12.4 Failure to Pass Test	<p>If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.</p>
7.12.5 Statutory Requirements	<p>The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.</p>
8. TIME MANAGEMENT	

8.1 Commencement of Works

The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.

The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.

8.2 Time for Completion

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.

8.3 Delay

In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

8.4 Extension of Time for Completion

8.4.1 Extension of Time	<p>The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:</p> <ul style="list-style-type: none"> a) "Force Majeure" referred to in Clause 16 b) The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract c) Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension. d) Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends. e) Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause f) Any order of Court restraining the performance of the Contract in full or in any part thereof g) Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same. h) An Employer's Variation <p>However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to</p> <ul style="list-style-type: none"> a) the failure of sub-contractor, to commence or to carry out work in due time, b) non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials, c) inclement weather conditions, and d) the Contractor not fulfilling his obligations under Sub-Clause 4.4. <p>If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.</p> <p>The Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the contractor to retain the advance which shall be governed by Clause 11.2.</p>
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8.4.2 Extension of time for completion for other reasons	<p>The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.</p> <p>Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.</p>
8.4.3 Extension of time for delays due to Contractor	<p>If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.</p>
<p>8.5 Liquidated Damages for Delay</p> <p>Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender.</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.</p> <p>The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.</p> <p>At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under Sub- Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub- Clause 13.2.</p> <p>The decision of the Engineer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding</p>	

8.6 Rate of Progress

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.

If any steps taken by the Contractor in meeting his obligations under this Sub-Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any sum due, or to become due, to the Contractor.

If, in the opinion of the Engineer, the steps taken by the contractor to expedite the progress are not adequate, the Engineer may take a recourse as per Clause 13.2.4 of this GCC.

8.7 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

8.8 Consequences of Suspension

The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work., if such suspension is

- a) provided for in the Contract, or
- b) necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c) necessary for the safety of Works or any part thereof or
- d) necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- e) to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities,

If suspension is ordered by the Engineer for reasons other than those mentioned in sub-clause 8.8 then the Contractor's entitlement are in the table below:

Suspension Period	Extension of Time	Compensation for the suspension period	Remarks
Upto 14 days	NO	NO	Engineer may, at his sole discretion give extension time in exceptional circumstances
15-30 days	YES	NO	Extension of time as considered proper by the Engineer
Above 30 days	YES	As per Daily rate of wages for idle labour/employees 70% of the rate for hire charges for idle plant and Machinery (excluding cost of fuel and lubricants) 15% above all these items to cover overhead costs.	Compensation as assessed by the Engineer on submission of documentary proof by the Contractor to Engineer's satisfaction
Above 90 days If Contractor asks for fore closure	NO	As per Clause 13.3.4	Contractor may ask for closure of the Contract, or deletion from the Contract of that part of Works which has been suspended.

9. EMPLOYER'S TAKING OVER

9.1 Taking Over Certificate

The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning where ever applicable as per the contract, and a Taking Over Certificate for the Works shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section.

The Contractor may apply by notice to the Engineer for a Taking-Over-Certificate not earlier than 14 days before the works or section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Engineer shall, within 28 days after the receipt of the Contractor's application shall conduct a complete joint survey of the works including carrying out any tests prescribed in the contract and prepare a list of defects and outstanding works and:

- a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning where ever applicable as per the contract in accordance with the Contract if defects and/or outstanding works are minor that does not affect the use and safety of the Works or Section for their intended purposes. The list of such works along with the target date of completion for each work shall be enclosed with the taking over certificate and completion of all these works /rectification of defects within the stipulated time shall be the responsibility of the contractor and any failure in it may be considered a reason by the Engineer to cancel the taking over certificate issued earlier; or
- b) reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such work before issuing a further notice under this Sub-Clause.

9.2 Taking over of Parts of the Works

The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if:

- a) the Employer uses that part of the Works for revenue service before the Taking Over Certificate is issued for the entire work.
- b) the balance part is not completed not due to the fault of the contractor and contractual date of completion for the completed part is over.

10. DEFECTS LIABILITY**10.1 Completion of Outstanding Work and Remedying Defects**

"Defects Liability Period" shall mean the defects liability period stated in the Special Conditions of Contract calculated from the date of taking over of the Works. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer.

In order that the Construction Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Defect Liability Period.

10.2 Cost of Remedying Defects

All work referred to in Sub-Clause 10.1 shall be executed by the Contractor at his own cost, if the necessity for such work is due to:

- a) the design of the Works;
- b) Plant, Materials or workmanship not being in accordance with the Contract; or
- c) failure by the Contractor to comply with any of his other obligations.

If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause 12.3 shall apply to such work.

10.3 Extension of Contract Period

The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.

When delivery of Plant, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-Clause 8.7, the Contractor's obligations under this Sub-Clause shall not apply to any defects or damage occurring more than three years after the Plant, Rolling Stock and/or Materials would otherwise have been delivered, erected and taken over.

10.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):

- a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or
- c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor, and Sub-Clause 13 shall not apply.

10.5 Removal of Defective Work

If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate security acceptable to the Employer.

10.6 Further Tests

If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage remedied. Such Tests shall be carried out in accordance with Clause 7.11

10.7 Right of Access

Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.

10.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.

10.9 Performance Certificate

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of 'Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.

10.10 Unfulfilled Obligations

After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

10.11 Emergency defect rectification

If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.

11. CONTRACT PRICE AND PAYMENT

11.1 The Contract Price**11.1.1**

- (i) Unless otherwise stated in the Special Conditions of Contract the Contract Price, subject to any adjustment thereto in accordance with the Contract shall be all inclusive (including all taxes, duties, royalties etc.) including: GST, Value Added Tax (VAT) paid under VAT act 2005 where work is done in Kerala. Value added tax (VAT) paid under other State Govt VAT act if work is done in that state.
- (ii) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.
- (iii) The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.

11.1.2 Maintaining records and Availing Exemptions

- (i) In the event of exemption of custom duties, excise duties, GSTCST/VAT or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which CSML may issue a procedure order separately. Alternatively, the Employer may direct the

	<p>Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to CSML.</p> <p>(ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</p>
11.1.3 Adjust in Contract Price	Adjustment in contract price on account of inflation shall be done only if a "Price Variation Formula" is given in the special conditions of contract otherwise it will be a fixed price contract.
11.1.4 Change in Taxes/ Duty	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract
11.2 Advances	
11.2.1 Mobilisation Advance	<p>Mobilisation advance shall be generally 10% of original contract value payable in two equal instalments or as mentioned in the Special Conditions of Contract and shall be payable in one or two equal instalments as specified in Special Conditions of Contract. The first instalment shall be paid after mobilisation has started and next instalment shall be paid after satisfactory utilization of earlier instalment.</p> <p>Mobilisation advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The Contractor, once the 50% of mobilisation advance has been recovered, shall have a onetime option to reduce the Bank Guarantee for the mobilisation advance by the amount recovered.</p>
11.2.2 Written Request for Advances	Advances as admissible, shall be payable only on Contractor's written request to the Employer.
11.2.3 Recovery of Advances	<p>a) The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the original completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.</p> <p>b) No advance shall be given after 40% of the original contract amount has been paid.</p> <p>c) The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in instalments of higher amount and also to repay part or whole of the advance by direct payment rather than through On-account Bills.</p>
11.2.4 Interest in Case of Delay in Repayment of Advances	Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be the State Bank of India prime lending Rate plus 2% per annum or 10% per annum whichever is higher.
11.2.5 Advances to be Used Only for This Work	The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the

	<p>advance is recovered back from him. The Contractor shall return the advance and pay the interests in one go without demur.</p> <p>Employer retains the right for any other remedy prescribed for breach of Contract in this regard.</p> <p>The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization advance.</p>
11.3 Provisional Payment against Material at Site	
11.3.1	A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment schedule of major electrical items is shown in table 11.3.5
11.3.2 Written Request for Advances/Provisional Payment against material at site	Advances and provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.
11.3.3 Recovery of Advances/Provisional Payment	<p>a) The recovery of Advances shall commence when 20% of the original Contract Value of the work has been paid and it will be completed by the time of original Date of Completion. As far as possible the recovery of advances shall be limited to 30% of on- account bill.</p> <p>b) No advance shall be given after 40% of the original contract amount has been paid. However, provisional payment against material at site will continue to be paid as stipulated in Clause 11.3 till end of the contract period.</p> <p>c) In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next months on account bill and completing the recovery in 3 monthly instalments. In case recovery could not be made due to any reason, interest will be charged as per Clause 11.2.5.</p>
11.3.4 Documents for payment	<p>Payment of the supply & Installation value of equipment will be made on submission of following documents:</p> <ol style="list-style-type: none"> Certificate from the Purchaser / Employer of having receipt of Performance Bank Guarantee. Invoice in duplicate. Site Acceptance Test (SAT) Certificate from purchaser. consignee / successful Installation, testing, commissioning, Training of equipment along with necessary operational training to its staff at the site as indicated in purchase order. Insurance Copy (transit plus storage). Packing list. <p>Payment of O & M charges shall be made on quarterly basis at the end of the quarter against the consignee's certificate indicating that firm has successfully maintained the equipment during the claim period. Payment should be followed strictly as per terms and conditions of Tender Documents and Tax as applicable will be deducted.</p>
11.3.5 Payment schedule	The schedule of payments shall be as included in the Contract. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period.

	<p>The first estimate shall be submitted within 28 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. The percentage quoted in the Bid and accepted in the Contract will be deducted / added from/to the gross amount of the bill.</p>
11.4 Application for Interim Payment Certificates	
11.4.1	<p>In case of 'Lump Sum' contract with cost centre and Milestone payment, the fixed Lump Sum Price shall be apportioned by the Contractor amongst the various Cost Centre's. The amount thus apportioned under each Cost Centre will be further apportioned amongst various Milestones with the approval of the Employer. The Contractor shall be entitled to submit to the Engineer requests for interim payments only upon the achievement of one or more of the Milestones described in the Cost Centre.</p> <p>At the beginning of each month, the Engineer shall issue to the Contractor certificate in respect of each Milestone due to be achieved in the preceding month stating:</p> <ol style="list-style-type: none"> the date on which the Milestone was achieved; or the non-achievement of the Milestone. <p>The Contractor shall submit a statement in three copies to the Engineer at the beginning of each month, in a form approved by the Engineer, showing the amounts to which the Contractor is entitled, together with supporting documents, including Milestone Certificates. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ol style="list-style-type: none"> the amount due in respect of Milestones certified achieved by the Engineer under each Cost Centre; any amounts to be added and deducted for the advance payments and recovery thereof; any other additions or deductions is due and approved by the Engineer in accordance with the Contract; and The deduction of the amounts certified in all previous Interim Payment Certificates. <p>The Contractor shall not submit more than one request for interim payment per month.</p> <p>If any Milestone is not achieved by the end of the month in which it is scheduled to be achieved, the Engineer shall suspend the payment relating to the Cost Centre in which the Milestone is included.</p> <p>Payments suspended under this Clause shall be resumed by being included in the next application for interim payment made after the Milestone is achieved.</p>
11.4.2	<p>In case of 'Lump Sum' or Item rate' contracts with payment schedule, the contractor shall be entitled to be paid from time to time, normally once in a calendar month, by way of 'on account' bill as per the payment schedule indicated in Bill of Quantity (BOQ) or as finally approved by the Engineer.</p>

11.5 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received, and approved, the Performance security and the parent Company Undertakings and Guarantees in accordance with Sub-Clause 4.2. Thereafter, the Engineer shall, within 21 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the amount which the Engineer considers to be due; if no payment is considered to be due, the Engineer shall promptly notify the Contractor accordingly. Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.

The Engineer shall have the power to omit from any of the contractor's requests for payment the value of any work executed or Materials supplied or services rendered, with which he may for the time being be dissatisfied and for that purpose and for any other reason which to him may seem proper, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.

11.6 Payment - Interim and Final

Unless otherwise stated in Special Conditions of Contract,

- a) After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.
- b) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.
- c) The Employer shall pay the amount certified in the Final Payment Certificate within 56 days from the date of issue of the Certificate.

Payments shall be made into a bank account, nominated by the Contractor in Indian rupees in a bank in India unless otherwise permitted in Special Conditions of Contract. If payments are to be made in more than one currency, separate bank accounts may be nominated by the Contractor for each currency, and payments shall be made by the Employer accordingly.

11.7 Statement at Completion

Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-Clause 11.4.

- a) the final value of all work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
- b) any further sums which the Contractor considers to be due, and
- c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-Clause 11.5.

11.8 Application for Final Payment Certificate

Not later than 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:

- a) the value of all work done in accordance with the Contract, and
- b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the Final Statement as agreed.

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall pay those parts of the draft final statement as certified by the Engineer as not being in dispute. The remainder of the dispute may then be resolved under Clause 17, in which case the Contractor shall then prepare and submit to the Engineer a Final Statement in accordance with the outcome of the dispute.

11.9 Retention

5% retention is applicable to all running account bills. Half of the retention money will be released after the successful completion of work and balance is payable Only after the end of Defect Liability Period.

11.10 Issue of Final Payment Certificate

The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 11.7 and 11.8, stating:

- a) the amount which is finally due, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the Balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

11.11 Cessation of Employer's Liability

In respect of any matter or thing arising out of (or in connection with) the contract or execution of the Works before the issue of the Taking over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-Clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.

11.12 Calculations of Payments in Foreign Currency

All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India 28 days before the latest date of submission of Tenders.

11.13 Round Off

In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

11.14 Payment by Cheque and E- Payment

All payments to the Contractor will be made by cheque or "E-Payment" as desired by the Employer.

11.15 Tax Deduction at Source

Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.

11.16 Production of Vouchers

- i) The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.
- ii) If any part or item of the work is allowed to be carried out by a sub- Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

11.17 Withholding and Lien for Sums Claimed

- i) The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor.
- ii) And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

11.18 Signature on Receipts for Payment

Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner inter se.

11.19 Post Payment Audit

It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

11.20 Recovery of Money due to the Employer

expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.

When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above. The contractor shall not assign his right to receive the money due to a third party without a written consent from the Employer.

All damages (including, without limitation, liquidated damages), costs, charges,

12. VARIATIONS**12.1 Right to Vary**

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

12.2 Contractors Variation**12.2.1 Variation Proposals**

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as contractor's variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such variation proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall provide his variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason the time limit specified by the Engineer is exceeded, the proposal may not be considered. The decision of the Engineer in this regard shall be final and binding.

12.2.2 Contents of Variations

If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a consultant acceptable to the Employer and which shall include:

- (a) a general description of the original Contract requirements for the Works and the proposed changes
- (b) a detail of all the proposed modifications to the drawings and specifications
- (c) a detail of all Work and goods affected by the value engineering proposal
- (d) a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes
- (e) any resultant time extensions or reductions for the Contract
- (f) Statement to the extent of minimum saving expected. The Contractor's cost of preparing the variation proposal shall

	be excluded in determining the estimated net savings in construction costs.
12.2.3 Employer Review	The Employer may in his sole discretion, accept or reject the contractor's variation or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any such variation proposal submitted pursuant to this Clause. Once, the Employer or the Engineer rejects the contractor's variation during proposition due to any reason, it shall not be pursued by Contractor in any other form.
12.2.4 Amendments- Employer Issuance	If the variation proposal is acceptable to the Employer/Engineer in whole or in parts, it will accept by execution of an amendment. Such amendment shall identify all the changes in the specifications, Contract Period etc. and shall specify net savings on construction costs which shall be adjusted in the contract value by the Employer.
12.2.5 Contractor's Acceptance and Payment	The Contractor shall either accept or reject any proposed amendment executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments shall be deemed to be accepted by the Contractor and shall become a variation to the Contract. The Contractor's acceptance shall be unconditional and the contract value / price shall be adjusted by the amount of saving due to the variation.

12.3 Employer's Variations

If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer.

- (a) a description of the proposed design and/or work to be performed and a programme for its execution,
- (b) The Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 4.13, and
- (c) the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.

12.4 Variation Procedure

The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 12.2 and / or 12.3, respond with approval, rejection or comments.

If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.

After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the variation, only cost for design to the extent of work done will be paid to the Contractor.

12.5 Variation in Bill of Quantities

- i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.
- ii) Such variations shall be paid as follows:
 - (a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities.
 - (b) In case of foundation work, no variation limit applies and Contractor shall carry out the Work, at rates stipulated in the Contract irrespective of any variation.
 - (c) In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place.
 - (d) For items against which the quantity given in the Bills of Quantities is "if or as required", there shall be no increase/decrease of rates whatever be the quantity finally executed.
 - (e) Variation in the quantity of items individually costing upto 1% of the total contract value, shall be payable at the rates stated in the Contract. Notwithstanding the magnitude of variation upto 2% of the original Contract Value for each item.
 - (f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.
 - (g) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be:
 - i) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
 - ii) Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
 - iii) Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
 - iv) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
 - v) An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.

- vi) In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.
- (h) In the event of disagreement in respect of items (f) and (g) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

12.6 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied work, without being bound by the proportions of various currencies specified for payment of the Contract Price.

13. TERMINATION OF THE CONTRACT

13.1 Notice to Contractor

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

13.2 Termination of Contract due to Contractor's Default

13.2.1 Leading Conditions to Termination of Contract

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- (a) fails to comply with a notice under Sub clause 13.1
- (b) abandons or repudiates the Contract
- (c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- (d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- (e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- (f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- (g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- (h) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to

	<p>the effect that the said materials or Works have been condemned or rejected, or</p> <p>(i) fails to take steps to employ competent and/or additional staff and labour, or</p> <p>(j) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or</p> <p>(k) indulges in corrupt or fraudulent practices as explained in Clause 4.33</p>
13.2.2	In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days terminate the Contract immediately.
13.2.3	<p>For the purpose of sub para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from, Any Circumstance which</p> <p>- is beyond the employer's or contractor's control and</p> <p>- made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.</p>
13.2.4	In case of sub para(g), the Engineer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the contractor.
13.2.5	The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.
13.2.6	On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
13.2.7	<p>The Engineer shall not make a claim under the Performance Security except for amounts to which the CSML is entitled under the contract (Not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of</p> <p>i) Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.</p> <p>ii) Failure by the contractor to pay CSML any amount due, either as agreed by the contractor or determined under any or the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</p>

	iii) The contractor being determined or rescinded under provision of the GCC the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the CSML
13.2.8 Valuation at the date of Termination	The Engineer shall, as soon as possible after termination under Sub-Clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Materials, Contractor's Equipment and works and all sums then due to the Contractor as at the date of termination.
13.2.9 Payment after Termination	<p>After termination under Sub-Clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.</p>
13.2.10 Non-Exercise of Power not to Constitute Waiver	Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.
13.3 Default of Employer	
13.3.1 Notice by Contractor	<p>In the event of the Employer:</p> <p>(a) failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract or,</p> <p>(b) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days' notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause 13.3.4</p> <p>The Engineers decision on the amount payable on this account shall be final and binding.</p>
13.3.2 Contractor's Entitlement to Suspend the Work	The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

	<p>If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:</p> <ol style="list-style-type: none"> any extension of time to which the Contractor is entitled under sub- clause-8.4, and the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.
13.3.3 Cessation of Work by Contractor	<p>After termination under Sub-13.3.1, the Contractor shall:</p> <ol style="list-style-type: none"> cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition, hand over all Construction and/or Manufacture Documents, Plant, and Materials for which the Contractor has received payment, hand over those parts of other Works executed by the Contractor up to the date of termination, and remove all Contractor's Equipment which is on the Site and repatriate all his staff and labour from the Site. <p>Any such termination shall be without prejudice to any other right of the Contractor under the Contract.</p>
13.3.4 Payment on Termination	<p>After termination under Sub-Clause 13.3.1 the Employer shall return the Performance security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:.</p> <ol style="list-style-type: none"> The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, and Value of work completed up to date by the contractor at rates specified in the Contract, after taking into account any deductions, retentions, set off. <p>The payment as above shall be full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the contract or otherwise.</p>
13.3.5	<p>In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipments and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract.</p>

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14. RISK AND RESPONSIBILITY

14.1 Indemnity

The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.

These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- (a) sickness, or disease, or death of, or injury to any person; and
- (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
- (c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.

The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.

All sums payable by way of compensation or damages under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.

14.2 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.

The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed.

If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of works in all respects in accordance with the contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.

14.3 Employer's Risk

The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India
- (c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of subcontractors currently or formerly engaged in the Works
- (d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
- (f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

14.4 Consequences of Employer's Risk

If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:

- (a) extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4, and
- (b) Amount of such cost, which may be included in the Contract Price at the discretion of the Engineer.

14.5 Contractor's Risk

The Contractor's risks are all risks other than the Employer's risks given in sub clause 14.3

14.6 Limitation of Liability

Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:

- (a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11
- (b) under any other provisions of the Contract which expressly impose a greater liability,
- (c) in cases of fraud, wilful misconduct or illegal or unlawful acts, or
- (d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.

15. INSURANCE

15.1 Professional Indemnity Insurance

The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of CSML, for the amount in Indian Rupees stipulated in Contract data in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate.

The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.

15.2 Insurance for Works and Contractor's Equipment

The Contractor shall insure the Plant, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).

The Contractor shall insure the Contractor's Equipment against all risks in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub- paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

15.3 Insurance against injury to Persons and Damage to Property

The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.2) or to any person (except persons insured under Sub-Clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the Appendix to Form of Tender / SCC.

15.4 Insurance for Workers

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

15.5 General Requirements for Insurances

The Contractor shall, within the respective periods stated in the Appendix to Form of Tender /SCC (calculated from the Commencement Date), submit to the Employer:

- a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company, and
- b) copies of the policies for the insurances described in Sub-Clause 15.2, 15.3 and 15.4.

When each premium has been paid, the contractor shall submit copy of receipts to the employer. The contractor shall also, when providing such evidence, policies and receipts to the employer, notify the engineer of so doing.

The contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The contractor (and, if appropriate, the employer) shall comply with the conditions stipulated in each of the insurance policies. The contractor shall make no material alteration to the terms of any insurance without the prior approval of the employer. If an insurer makes (or purports to make) any such alteration, the contractor shall notify the employer immediately.

If the contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this sub-clause, the employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the contractor by the employer, and may be deducted by the employer from any monies due, or to become due, to the contractor or recover the same as debt due from the contractor. The contractor shall not dispute the amount of premium paid by the employer or the overhead charges thereon.

Nothing in this clause limits the obligations, liabilities or responsibilities of the contractor or the employer, under the other terms of the contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the contractor.

The Contractor shall submit to the Engineer, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by the Engineer on monthly basis.

16. FORCE MAJEURE**16.1 Definition of Force Majeure**

In this Clause, "force majeure " means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to

- a) act of God;
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civilwar;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
- e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Engineer of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

16.2 Effect of Force Majeure Event

Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed. Upon the occurrence of such Force Majeure, the affected party shall endeavour to continue to perform its obligations as far as reasonably practicable.

16.3 Contractor's Responsibility

If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.

16.4 Employer's Responsibility

If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.

16.5 Payment to Contractor

If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract.

16.6 Resumption of Work

The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.

Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.

16.7 Optional Termination, Payment and Release

Irrespective of any extension of time, if a Force Majeure occurs and its effect continues for a period of 6 months, after notice has been given under Sub-Clause 16.1, either party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.

The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

16.8 Release from Performance Under the Law

If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 16.7, if the Contract had been terminated under that Sub-Clause.

17. CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

17.1 Procedure for Claims

If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

17.2 Payment for Claims

The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

17.3 No legal action Till Dispute Settlement Procedure is Exhausted

Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

17.4 Notice of Dispute

For the purpose of Sub-Clause 17.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.

17.5 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- (a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- (b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause

17.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner

17.7 Conciliation Procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India.

There will be no objection if conciliator so nominated is a serving employee of CSML who would be Deputy level officer and above.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.

When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

17.8 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- (a) by the signing of the settlement agreement by the parties on the date of agreement; or
- (b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- (c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- (d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

17.9 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- (a) Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include CSML officers for the claims upto Rs.5 million and a panel of five Arbitrators which may also include CSML officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. . The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in only. The language of proceedings, that of documents and communication shall be English.
- (b) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.
- (c) The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties.

17.10 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

17.11 Cost of Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

17.12 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Kochi shall have the exclusive jurisdiction to try all disputes between the parties.

17.13 Suspension of Work on Account of Arbitration

The reference to Conciliation/Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

18. SERVICE OF NOTICES**18.1 Notice to Contractor**

- a) All notices to the Contractor, shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.
- b) The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.

18.2 Notice to Employer and Engineer

All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.

18.3 Change of Address

Parties to the Contract may change the nominated address by Employer with a notice to all concerned.

Appendix-Dispute Resolution A General Conditions of Dispute Board Agreement	
1. Definitions	<p>Each "Dispute Board Agreement" is a tripartite agreement by and between:</p> <ul style="list-style-type: none"> (a) the "Employer"; (b) the "Contractor"; and (c) the "Member" who is defined in the Dispute Board Agreement as being: <ul style="list-style-type: none"> (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members." <p>The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p>
2. General Provisions	<p>Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:</p> <ul style="list-style-type: none"> a) the Commencement Date defined in the Contract, b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement. <p>This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.</p>
3. Warranties	<p>The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.</p> <p>When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:</p> <ul style="list-style-type: none"> a) experienced in the work which the Contractor is to carry out under the Contract, b) experienced in the interpretation of contract documentation, and c) fluent in the language for communications defined in the Contract.
4. General Obligations of the Member	<p>The Member shall:</p> <ul style="list-style-type: none"> (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement; (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the

	<p>Contractor before they signed the Dispute Board Agreement;</p> <p>(c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part</p> <p>(d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);</p> <p>(e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;</p> <p>(f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;</p> <p>(g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;</p> <p>(h) ensure his/her availability for all site visits and hearings as are necessary;</p> <p>(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;</p> <p>(j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and</p> <p>(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).</p>
5. General Obligations of the Employer and the Contractor	<p>The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.</p> <p>The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):</p> <p>a) be appointed as an arbitrator in any arbitration under the Contract;</p> <p>b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or</p> <p>c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.</p>

	<p>The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.</p> <p>Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.</p>
6. Payment	<p>The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:</p> <p>(a) a retainer fee per calendar month, which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> i) being available on 7 days' notice for all site visits and hearings; ii) becoming and remaining conversant with all project developments and maintaining relevant files; iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause. <p>The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.</p> <p>With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.</p> <p>(b) a daily fee which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any); ii) each working day on Site visits, hearings or preparing decisions; and iii) each day spent reading submissions in preparation for a hearing. <p>(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;</p> <p>(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.</p>

	<p>The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 18 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.</p> <p>If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.</p> <p>The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.</p> <p>The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract</p> <p>If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.</p> <p>If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may</p> <ol style="list-style-type: none"> suspend his/her services (without notice) until the payment is received, and/or resign his/her appointment by giving notice under Clause 7.
7. Termination	<p>At any time:</p> <ol style="list-style-type: none"> the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or the Member may resign as provided for in Clause 2. <p>If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.</p> <p>If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.</p> <p>Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.</p>
8. Default of the Member	

	<p>If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.</p> <p>If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.</p>
9. Disputes	<p>Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.</p>

PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - i) either the Employer or the Contractor does not agree that they do so, or
 - ii) the absent Member is the chairman and he/she instruct the other Members not to make a decision.

DISPUTES RESOLUTION BOARD'S RULES AND PROCEDURES

Dispute Resolution during Execution of the Contract

1. Except for providing the services required hereunder, the Board Members shall not give any advice to either party concerning conduct of the Works. The Board Members:
 - (a) shall have no financial interest in any party to the Contract, or a financial interest in the Contract, except for payment for services on the Board;
 - (b) shall have had no previous employment by, or financial ties to, any party to the Contract, except for fee-based consulting services on other projects, all of which must be disclosed in writing to both parties prior to appointment to the Board;
 - (c) shall have disclosed in writing to both parties prior to appointment to the Board any and all recent or close professional or personal relationships with any director, officer, or employee of any party to the Contract, and any and all prior involvement in the project to which the Contract relates;
 - (d) shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the Contract, except as a Board Member, without the prior consent of the parties and the other Board Members;
 - (e) shall not, while a Board Member, engage in discussion or make any agreement with any party to the Contract, regarding employment whether as a consultant or otherwise either after the Contract is completed or after service as a Board Member is completed;
 - (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, and one another any fact or circumstance that might be such as to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members; and
 - (g) shall be fluent in the language of the Contract.
2. Except for its participation in the Board's activities as provided in the Contract and in this Agreement none of the Employer, the Contractor, shall solicit advice or consultation from the Board or the Board Members on matters dealing with the conduct of the Works.
3. The Contractor shall
 - (a) Furnish to each Board Member one copy of all documents that the Board may request including Contract documents, progress reports, variation orders, and other documents pertinent to the performance of the Contract.
 - (b) In cooperation with the Employer, coordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.
4. The Board shall begin its activities following the signing of a Board Member's Declaration of Acceptance by all three Board Members, and it shall terminate these activities as set forth below:
 - (a) The Board shall terminate its regular activities when either (i) the Defects Liability Period referred to in Sub-Clause 41.2 (or, if there are more than one, the Defects Liability Period expiring last) has expired, or (ii) the Employer has expelled the Contractor from the Site pursuant to Sub-Clause 59.1, and when, in either case, the Board has communicated to the parties its Recommendations on all disputes previously referred to it.
 - (b) Once the Board has terminated its regular activities as provided by the previous paragraph, the Board shall

remain available to process any dispute referred to it by either party. In case of such a referral, Board Members shall receive payments as provided in paragraphs 7 (a) (ii), (iii), and (iv).

5. Board Members shall not assign or subcontract any of their work under these Rules and Procedures. However, the Board may in its discretion decide to seek independent expert advice on a particular specialized issue to assist in reaching a Recommendation, and the cost of obtaining any such expert opinion(s) shall be shared equally by the Employer and the Contractor in accordance with the procedure specified in paragraph 7 (d) below.
6. The Board Members are independent Contractors and not employees or agents of either the Employer or the Contractor.
7. Payments to the Board Members for their services shall be governed by the following provisions:
 - (a) Each Board Member will receive payments as follows:
 - (i) A retainer fee per calendar month equivalent to two times the daily fee established from time to time for arbitrators under the Administrative and Financial Regulations of the International Centre for Settlement of Investment Disputes (the ICSID Arbitrator's Daily Fee), or such other retainer as the Employer and Contractor may agree in writing. This retainer shall be considered as payment in full for:
 - (A) Being available, on seven days' notice, for all hearings, Site visits, and other meetings of the Board.
 - (B) Being conversant with all project developments and maintaining relevant files.
 - (C) All office and overhead expenses such as secretarial services, photocopying, and office supplies (but not including telephone calls, faxes, and telexes) incurred in connection with the duties as a Board Member.
 - (D) All services performed hereunder except those performed during the days referred to in paragraph (ii) below.
 - (ii) A daily fee equivalent to the ICSID Arbitrator's Daily Fee, or such other daily fee as the Employer and Contractor may agree in writing. This daily fee shall only be payable in respect of the following days and shall be considered as payment in full for:
 - (A) Each day up to a maximum of two days of travel time in each direction for the journey between the Board Member's home and the Site or other location of a Board meeting.
 - (B) Each day on Site or other locations of a Board meeting.
 - (iii) Expenses. In addition to the above, all reasonable and necessary travel expenses (including less than first-class air fare, subsistence, and other direct travel expenses) as well as the cost of telephone calls, faxes, and telexes incurred in connection with the duties as Board Member shall be reimbursed against invoices. Receipts for all expenses in excess of [AMOUNT AND CURRENCY] shall be provided.
 - (iv) Reimbursement of any taxes that may be levied in the country of the Site on payments made to the Board Member (other than a national or permanent resident of the country of the Site) pursuant to this paragraph 8
 - (b) Escalation. The retainer and fees shall remain fixed for the period of each Board Member's term.
 - (c) Payments to the Board Members shall be shared equally by the Employer and the Contractor. The Contractor

shall pay Members' invoices within 30 calendar days after receipt of such invoices and shall invoice the Employer (through the monthly statements to be submitted in accordance with Clause 49 of the General Conditions of Contract) for one-half of the amounts of such invoices. The Employer shall pay such Contractor's invoices within the time period specified in the Construction Contract for other payments to the Contractor by the Employer.

- (d) Failure of either the Employer or the Contractor to make payment in accordance with this Agreement shall constitute an event of default under the Contract, entitling the non-defaulting party to take the measures set forth in the Contract.
- (e) Notwithstanding such event of default, and without waiver of rights therefrom, in the event that either the Employer or the Contractor fails to make payment in accordance with these Rules and Procedures, the other party may pay whatever amount may be required to finance the operation of the Board. The party making such payments, in addition to all other rights arising from such default, shall be entitled to reimbursement of all sums paid in excess of one-half of the amount required to maintain operation of the Board, plus all costs of obtaining such sums.

8. Board Site Visits

- (a) The Board shall visit the Site and meet with representatives of the Employer and the Contractor at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than two times in any period of 12 months. The timing of Site visits shall be as agreed among the Employer, the Contractor, and the Board, but failing agreement shall be fixed by the Board.
- (b) Site visits shall include an informal discussion of the status of the Works and Services, an inspection of the Works and Services, and the review of any Requests for Recommendation made in accordance with paragraph 10 below. Site visits shall be attended by personnel from the Employer and the Contractor.
- (c) At the conclusion of each Site visit, the Board shall prepare a report covering its activities during the visit and shall send copies to the parties.

9. Procedure for Dispute Referral to the Board:

- (a) If either party objects to any action or inaction of the other party, the objecting party may file a written Notice of Dispute to the other party stating that it is given pursuant to Clause 6 and stating clearly and in detail the basis of the dispute.
- (b) The party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt.
- (c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days after receiving the response. Both parties are encouraged to pursue the matter further to attempt to amicably settle the dispute.
- (d) When it appears that the dispute cannot be resolved without the assistance of the Board, or if the party receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice, either party may refer the dispute to the Board by written Request for Recommendation to the Board. The Request shall be addressed to the Chairman of the Board, with copies to the other Board Members, the other party and it shall state that it is made pursuant to Clause 6.
- (e) The Request for Recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
- (f) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Member before the

hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

- (g) During the hearing, the Contractor and the Employer shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing to the Employer and the Contractor as soon as possible, and in any event not more than 56 days after receipt by the Chairman of the Board of the written Request for Recommendation.

10. Conduct of Hearings

- (a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Board. Private sessions of the Board may be held at any cost-effective location convenient to the Board.
 - (b) The Employer and the Contractor shall be given the opportunity to have representatives at all hearings.
 - (c) During the hearings, no Board Member shall express any opinion concerning the merit of the respective arguments of the parties.
 - (d) After the hearings are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberation shall be conducted in private, with all Members' individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning, shall be submitted in writing to both parties. The Recommendations shall be based on the pertinent Contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.
 - (e) The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting Member may prepare a written minority report for submission to both parties.
11. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, Site visits, and conduct of hearings, the Board shall have full and final authority. If a unanimous decision on any such matter proves impossible, the majority shall decide. After having been selected and, where necessary, approved, each Board Member shall sign two copies of the following declaration and make one copy available each to the Employer and to the Contractor

BOARD MEMBER'S DECLARATION OF ACCEPTANCE

WHEREAS

- (a) (the Contract) for the [Insert Name of City]..... has been signed on [fill in date] between [name of Employer] (the Employer) and [name of Contractor] (the Contractor);
- (b) Clause 21.3 of the General Conditions of Contract provides for the establishment and operation of a Disputes Resolution Board (the Board);
- (c) the undersigned has been selected (and where required, approved) to serve as a Board Member on said Board;

NOW THEREFORE, the undersigned Board Member hereby declares as follows:

- 1. I accept the selection as a Board Member and agree to serve on the Board and to be bound by the provisions of Clause 21.3 of the General Conditions of Contract and the Disputes Resolution Board's Rules and Procedures attached to the Conditions of Contract.
- 2. With respect to paragraph 1 of said Disputes Resolution Board's Rules and Procedures, I declare
 - (a) that I have no financial interest of the kind referred to in subparagraph (a);
 - (b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and
 - (c) that I have made to both parties any disclosures that may be required by sub-paragraphs (b) and (c).

BOARD MEMBER

[print name of Board Member]

Date

Section VII. Special Conditions (SC)

Section VII. Special Conditions (SC)

The following Special Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Conditions	Sub-Clause	Data
"Employer's name and address"	1.1.2.8	Managing Director, Cochin Smart Mission Limited (CSML), 10 th Floor, Revenue Tower, Park Avenue, Kochi -682011 India Telephone Number: +91-0484-2350355 Facsimile number: +91-0484-2380980 Electronic mail address: csmltenders@gmail.com
Engineer's name and address	1.1.2.9, 1.1.2.10 & 3.1	Engineer shall be designated and notified by the Employer
Commencement date	1.1.3.1 8.1	The Commencement date shall be the date specified by the Employer in the Letter of Acceptance. If no date is specified in the Letter of Acceptance the commencement date shall be the date specified in an instruction to the Contractor, in writing to that effect from the Engineer (Notice to Proceed).
Intended Completion Date	1.1.3.11,	<u>For whole works at the end of</u> 06 months (including monsoon period) for Construction of Foundation, Design Supply, installation & finishing of works and services as per scope of work For section of works, refer to "Table 1 : Summary of Sections" below
Time for Completion	1.1.3.11 8.2	<u>For whole works</u> 06 months (including monsoon period) for Construction of Foundation, Design Supply, installation & finishing of works and services as per scope of work For section of works, refer to "Table 1 : Summary of Sections" below
Sections	1.1.6.6	For section of works, refer to "Table 1: Summary of Sections" below
Time for the Parties entering into a Contract Agreement	1.1.1.5, 1.4	28 days of receipt of Notification of Award / Letter of Acceptance (LOA) The agreement shall be signed with Cochin Smart Mission Limited [CSML]. In case of JV It is mandatory to register the JV under relevant Act after award of Letter of Acceptance but before signing of Contract Agreement within 28 days of issuance of Letter of

Conditions	Sub-Clause	Data
		Acceptance. Failure to register the JV in stipulated period may lead to forfeiting of bid security. The equity sharing as declared at the time of bidding shall be maintained while registering the JV before Contract execution. The minimum equities of all partners shall be maintained throughout the currency of contract. The Agreement shall be signed by both the firm individually and by the representatives of JV.
Department/ Authority/ Implementing Agency name	1.1.2.8	Cochin Smart Mission Limited (CSML)
Language	1.3	English
Language for communications	1.3	English
Law	1.3 & 6.4	laws of Government of India and State of Kerala
Care & Supply of Construction and /or manufacture documents	1.5	<p>Add the following at the end of sub clause 5.6:</p> <p>The Contractor shall maintain standard Site Order Books at the Site at all times during the execution of the Works for the use of the Employer and the Engineer. All site instructions issued by the Employer/Engineer to the Contractor shall be recorded in duplicate in the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction the Contractor shall record the same in the Site Order Book duly signed and countersigned by the Employer/Engineer. Acceptance of any part of the Works executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Employer/Engineer through the Site Order Book. The Employer/Engineer shall retain the original copy of the site orders, while the Contractor shall retain the duplicate ones</p>
Communications	1.7, 18.1, 18.2, 18.3	<p>Electronic transmission systems</p> <p>e-mail, fax etc</p> <p>Electronic mail address: csmltenders@gmail.com</p> <p>Hard copy shall be delivered by hand or mail or courier to following address</p> <p>Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi -682011</p>

Conditions	Sub-Clause	Data
Compliance with Laws- Co-ordination with other Government departments	1.10 & 4.4	<p>Add at the end of sub clause 4.4:</p> <p>Co-ordination with other Government departments shall be in Scope of the Contractor.</p>
Engineer's Duties and Authority	3.2	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the following sub clauses of these conditions:</p> <ol style="list-style-type: none"> 1) Agreeing or determining an extension of time and/or additional cost in accordance with sub clause 8.4. 2) Approving a proposal for variation submitted by the Contractor in accordance with sub clause 12.2 3) Variations resulting in an increase of the Accepted Contract Amount/ quantity in accordance with sub clause 12.5. However the delegation of power of the Employer prevails.
Performance Security Amount	4.2	<p>The performance security will be in the form of "a Unconditional Bank Guarantee" issued by a bank located in the country of the Purchaser (Scheduled Bank in India with Jurisdiction in Kochi)</p> <p>Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable / invokable at Kochi when presented in specified Branch Office.</p> <p>The amount(s) of performance security shall be 10 percent of the Accepted Contract Amount and in the currency of the country ie. INR (Indian Rupees).</p> <p>The performance security of a JVA shall be in the name of the JVA that submits the bid.</p> <p>The Contractor shall ensure that the Performance Security including additional performance security amount is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects.</p> <p>Performance Security including additional performance security will be refunded after expiry of defect liability period (original 3 years and extended if any) and three months provided the final bill has been paid and completion of all obligations under the Contract</p> <p>However, duly considering the performance of the Contractor, the Employer will return the additional Performance Security to the Contractor after receipt of a copy of the work completion (excluding</p>

Conditions	Sub-Clause	Data
		defects liability) certificate from the Engineer with due recommendation for release of additional Performance Security.
Facilities and coordination with others	4.4	<p>Add the following at the end of the Clause:</p> <p>In case any operation connected with the works necessitates diversion, obstruction or closure of any road, railway, waterway or any other right of way, the approval of the Engineer-in-charge or the Engineer's Representative or the respective the Employer, shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. In case the Contractor fails to provide adequate temporary facilities, this shall be deemed to be an uncorrected Defect under the terms of Clause 10 and the Employer shall have the right to engage a third party to correct the Defect and the cost of such correction will be deducted from the Contract Price.</p>
Right of way and facilities	4.12	As per "Table2: Summary of Site Possession Dates" detailed below.
Program	4.13	<p>The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.</p> <p>The period between Program updates is 90 days.</p> <p>The amount to be withheld for late submission of an updated Program is INR 1,00,000.</p> <p>The Contractor shall require to work in a sequential but integrated manner to ensure highest standard of infrastructure delivery in this area. It shall also be responsible for all activities during the complete contract period of 2 year. At no point during the Contract Period, the Contractor would be absolve of its responsibilities as defined in the Contract document</p> <p>The Contractor shall submit his proposed construction program in sufficient detail so as to demonstrate: the order in which he proposes to carry out the Works (including each stage of survey, drawings, procurement, manufacture, pre-delivery inspection and testing, delivery to Site, construction, erection, testing and commissioning); all major events and activities in the production of Construction Documents; the periods for the drawings reviews and</p>

Conditions	Sub-Clause	Data
		<p>approvals and for any other submissions, approvals and consents specified in the Employer's Technical Requirements; the sequence of all tests specified in the Contract; etc.</p> <p>The Contractor shall also submit the micro planning program showing detail of area-wise and street wise execution of all activities in time bound manner. The execution program shall not be considered unless street wise plan has been prepared. Any street should not be left dug up for a period more than period proposed and approved by Authority. Any breach of this condition shall constitute a major violation of contract as convenience of citizens is the major reason for bundling all the components together.</p>
		<p>The Contractor should pay particular attention to demonstrating how his proposed program for supply of major items of plant and equipment to be incorporated into the Permanent Works is to be managed to satisfy the requirements of the Contract, including the time required for survey, preparation of working drawings, placing of confirmed orders, manufacturing, pre-delivery inspections and tests, delivery to the Site, storage, installation, etc.</p> <p>Such execution program shall be developed on a commercially available project management software (such as Primavera, MS Project or equivalent) showing level-3 activities, together with bar charts and CPM diagrams which clearly illustrate the critical path, and the resources required to be provided by the Bidder to achieve the desired results.</p> <p>The Contractor's attention is drawn to the requirements set out in this contract, and the Contractor is required to clearly demonstrate how he proposes to meet the Milestone Targets that have been established to ensure that pro-rata progress is maintained on all sub-components of the Works throughout the execution period.</p>
Contractor's Equipment	4.15.1	<p>Add the following at the end of this sub clause:</p> <p>The Contractor shall deploy at least the minimum numbers of the "key equipment" named in the "Schedule-Key Equipment" as referred to in the Section I qualification criteria and other equipment necessary as directed by the Engineer based on the work requirement.</p>
Safety of Works	4.16	<p>Add at the end of sub clause 4.16:</p> <p>The Contractor has to:</p> <p>(a) Prepare a detailed Safety Plan, to be implemented under supervision of Safety Officer of the Contractor, within 28 (twenty eight) days of receiving of Letter of Acceptance to be approved by the Engineer-in-Charge.</p>

Conditions	Sub-Clause	Data
Electricity Water and Gas	4.18	Charges for power connection, water and gas, if required, during execution and for trial run and commissioning of the facility if any, shall be borne by contractor
Tools, Plants and Equipment Supplied by the Employer	4.19	Not Applicable
Working hours for project execution	6.5	<p>8 Hours</p> <p>No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Contract Data / Special Conditions of Contract (SCC), unless</p> <ul style="list-style-type: none"> (i) otherwise stated in the Contract; (ii) the Engineer gives consent; or (iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer in Charge. <p>If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the EIC's consent thereto, the EIC shall not unreasonably withhold such consent.</p> <p>This Sub clause shall not apply to any work which is customarily carried out by rotary or double shifts.</p>
Provision of Efficient and Competent Staff	6.9	The Contractor shall deploy at least the minimum numbers of the "key personnel" named in the "scope of work 2.10.1.10" as referred to in the Section III qualification criteria or other personnel approved by the Engineer-in-Charge.
Quality Control & Inspection	7.4	<p>Add at the end of sub clause 7.4</p> <p>Quality Control would be monitored and checked by KMRL (Kochi Metro Rail Limited (Handholding agency for CSML) / CSML</p>

Conditions	Sub-Clause	Data
		<p>In addition to the specifications detailed in Section IV, KMRL rules of execution shall be followed by the Contractor.</p> <p>Quality Checking Matrix is as follows</p> <p>Contractor</p> <p>↓</p> <p>PMC (Project management consultants)</p> <p>↓</p> <p>KMRL (hand holding agency) & CSML(authority)</p>
		<p>The Contractor shall provide his proposed Quality Assurance and Quality Control (QAQC) Plan which describes the type, frequency and procedure of tests to be done on sites; type, frequency and procedure of tests to be done at manufacturers' locations outside the sites; all parameters to be measured in these tests; permissible limits of such parameters; details of laboratories to be established at sites; details of testing equipment & machines and their calibration schedules; details of the Bidder's internal systems for assuring quality control at the manufacturers' outside the sites; details of qualifications and experience of the Quality Control professionals to be deployed for the entire project; and the systems of Quality Audit to be instituted for systematic and professional management as well as adherence with the highest standards of quality of all construction works.</p> <p>The Contractor shall provide separate descriptions of its proposed QA/QC plan during the construction phase. The Bidder shall also provide copies of the company's standard rules and regulations regarding quality assurance and quality control procedures for works in general and works of a similar nature.</p>
Inspection	7.4	<p>Add the following at the end of the Clause:</p> <p>The Contractor shall submit the detailed drawings, if any, to the Engineer for approval.</p> <p>For Equipment:</p> <p>The Contractor shall inform the Engineer-in-charge about the likely dates of testing and dispatching of the material. The Contractor shall notify the Engineer-in-charge for inspection and testing, at least seven (7) days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates.</p>

Conditions	Sub-Clause	Data
		<p>The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of equipment.</p> <p>Category A: The drawing has to be approved by the Employer/ Employer's Representative before manufacture and testing. The material has to be inspected by the Engineer-in-charge or his authorized representative after approval at the manufacturer's premise before packing and dispatching. The contractor shall provide the necessary equipment and facilities to visit factory by engineer or its representatives for tests and the cost thereof shall be borne by the Contractor.</p> <p>Category B: The drawings of the equipment have to be submitted and to be approved by the Engineer-in-charge prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Engineer-in-charge before dispatching of the equipment.</p> <p>Notwithstanding the above, the Engineer-in-charge, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of the Contractor's representative.</p> <p>Category C: The material may be manufactured as per relevant standards and delivered to the site.</p> <p>For material / equipment under Category 'A' and 'B' the Engineer-in-charge will provide an authorization for packing and shipping after inspection.</p> <p>Material like energy meter, composite lighting poles or any other equipment which needed approval shall be approved by Kerala State Electricity Board (KSEB) prior to procurement. All energy meters shall be tested & calibrated at KSEB approved testing laboratory.</p>
Maximum amount of liquidated damages for delay	8.5	At the rate of 0.05% of the Accepted contract amount per week subject to 10% of the Accepted Contract Amount phase wise. The enforcement of Liquidated Damages shall be on delay on the total progress & shall commence from the expiry of the stipulated completion period.
Defects Liability Period	10.1	3 years.
Defects Notification Period	10.2	3 years.

Conditions	Sub-Clause	Data
Adjustments for Changes in Cost	11.1.3	<u>Price adjustment : NOT applicable</u>
1. Advance Income Tax and Work Contract Tax		As per the prevailing Tax Rules of the Government of India and Government of Kerala
2. Royalty for Materials Used		As per the prevailing rates established under Kerala Minor Minerals Concession Rules and any provision amended from time to time and in force.
3. As per Construction Worker's Welfare Cess act 1996.(if applicable)		1 % of the bill amount will be deducted towards the building and other construction workers welfare cess.
Advances	11.2	<p>Mobilization Advance 10 Percentage of the Accepted Contract Amount phasewise (excluding provisional sum) payable in the currencies and proportions in which the Accepted Contract Amount is payable. Advance payment (Phase Wise) shall be made in 2 equal installments against BG</p> <p>First instalment of 5% advance payment will be made after the Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Mobilized Project Manager, survey and site mobilisation • Submitted to the approval of Engineer- <ul style="list-style-type: none"> <input type="checkbox"/> proposed execution program, <input type="checkbox"/> mobilization/ deployment schedule, <input type="checkbox"/> contractors key personnel, machinery, equipments required for executing the works, Procurement schedule for major materials, <input type="checkbox"/> Cash flow forecast statement. <p>After first instalment payment has been utilized as per approved program (substantiated by relevant documents) contractor can apply for Second instalment.</p>

Conditions	Sub-Clause	Data
		<p>Second instalment of balance 5 % advance payment will be made after the Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Deployment of personnel, machinery, equipment as per approved deployment schedule. • Place confirm orders for supply of major materials as per approved Procurement Schedule.
Repayment amortization rate of advance payment	11.2.3	<p>30 %.</p> <p>Repayment will begin when amount of work certified by the Engineer attains 20% of the Contract Price.</p> <p>Advance payment shall be completely repaid prior to the time when 85 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p>
Minimum Amount of Interim Payment Certificates	11.5	<u>INR 25 Lakh</u>
Payment terms	11.6	<u>As per "Table 3 : Payment Terms" below</u>
Payment Interim and Final	11.6	<p>This being an Admeasurement contract, the selected contractor will raise monthly invoices, against the work done in the preceding month and will be paid accordingly after deductions, if any, as per the contract condition.</p> <p>Penalty:</p> <p><u>General:</u></p> <p>If the contractor fails to comply with the following, penalty shall be levied as mentioned against each of the components</p> <ul style="list-style-type: none"> (i) Non submission of monthly report shall invite penalty of INR 20,000 for each such occurrence. The monthly report shall cover all relevant details defined in the contract. (ii) In case any Child labour is employed at site in violation with the laws of the state and India, the employer will levy an additional penalty of Rs 25,000 per incidence and if such instance occurs more than once the contract may be terminated, to be decided at the sole discretion of the Employer (iii) Submission of "As built" drawings both in soft copies and hard copies (two prints and one polyester film) – Penalty for non-compliance will be INR 5,00,000

Conditions	Sub-Clause	Data
Retention	11.9	5 % retention is applicable to all running account bills. Complete retention money will be released after the successful completion of defect liability period of 3 years post completion.
Maximum liability of the Contractor to the Employer	14.6	1.2 times Accepted Contract Amount
Insurance	15	<p>The details of Insurance covers to be obtained by the Contractor and the Employer, including their value, terms and extent of coverage and other terms and conditions shall be as under:</p> <p>(A) for the Works, Plant and Materials; (B) for loss or damages to equipment; (C) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract; (D) for personal injury or death; (i) of the Contractor's employees; (ii) of other people</p> <p>The Sum Insured against each of these items will be as per the Laws of the state of Kerala</p> <p>The Contractor shall take out and maintain in effect the following insurances in the sums and deductibles shown below:</p> <p>a. The minimum deductible for insurance of the Works and of Plant and Materials is: [Rs 10 lakh] b. The minimum cover for insurance of the Works and of Plant and Materials is: INR 4.67 Crore c. The minimum deductible for insurance of other property is: [Rs 5 Lakh] d. The minimum cover for insurance of other property is: Rs. 200 lakh</p> <p>e. The minimum cover for personal injury or death insurance (i) For the Contractor's employees is: Rs 5 Lakh (ii) And for other people is: Rs 10 Lakh</p> <p>f. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Contractor or its Personnel or any Sub-Contractors or their Personnel, with a minimum coverage of equal to Rs 10 Lakh with unlimited number of incidents.</p>
Minimum amount of third party insurance	15.3	INR 10.00 Lakhs per occurrence with the number of occurrences unlimited.

Conditions	Sub-Clause	Data
Maximum amount of deductibles for insurance of the Employer's risks	15.4 & 15.5	INR 10.00 Lakhs with the number of occurrences unlimited.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	15.5	14 days 28 days
Date by which the Conciliator shall be appointed	17.7	28 days after the Commencement date
The Conciliator shall be comprised of	17.7	Single Member
List of potential Conciliators for selecting sole member	17.7	"Three"
Rules of arbitration	17.9	Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time). <i>The number of arbitrators shall be three (3).</i> <i>The language of arbitration shall be English.</i> <i>The place of such arbitration shall be Kochi, India.</i>

Part A - Contract Data

Table 1: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)		Time for Completion (Sub-Clause 1.1.3.3)	As per Annexure - A
Section Name	<i>Financial progress to be competed As per Annexure- A</i>	<i>Period from the date of Contract agreement</i>	
Milestone 1	i.e. Column(a)	2 months (before the end of 2 months after agreement)	i.e., Column individual (a)
Milestone 2	i.e. Column (b)	1 months (before the end of 3 months after agreement)	i.e., Column individual (b)
Milestone 3	i.e. Column (c)	1 months (before the end of 4 months after agreement)	i.e., Column individual (c)
Milestone 4	i.e. Column (d)	1 months (before the end of 5 months after agreement)	i.e., Column individual (d)
Milestone 5	i.e Column (e)	1 months (after handing over (100%) before the end of 6 months after agreement)	i.e., Column individual (e)

ANNEXURE-A

MILESTONE TARGETS.(Zone – 1)

Sl. No.	Particulars	Milestones					Total
		Milestone-1 (a)	Milestone-2 (b)	Milestone-3 (c)	Milestone-4 (d)	Milestone-5 (e)	
1	Period (in months)	2	1	1	1	1	6
2	Financial progress to be achieved compared to % of Accepted amount	Survey, design & approval Phase	12.5% (Cumulative)	37.5% (Cumulative)	75% (Cumulative)	100% (Cumulative)	100%

Table 2: Summary of Site Possession Dates

SI No.	Site Possession extent	Site Possession period
1	Full possession of site will be provided	Within 15 days from the date of Agreement of Contract

Table 3 : Payment Terms.

(A) The employer will make the payment to the following items on the following terms-(Clause 11.6 GCC)

Total Fee	
Up to plinth: To be paid as running bill and payment to be made till completion of execution phase on executed quantities and quoted rates	90% of quoted amount for foundation
Superstructure: After completion of entire superstructure G +3	75% of quoted value for prefab structure
On completion of Finishing Work i.e. plaster, painting, electrical & plumbing, Fire fighting, flooring, soft & hard land scaping, boundary gate etc	80% of quoted value
Supply & Installation of lift / air conditioner etc	80% on installation & 10% on commissioning
On handing over of site	Up to 95% of quoted rates
After completion of Defect Liability period of 3 year	5%

Contractor shall submit the design & detailed BOQ for approval of employer. The priced BOQ will be discussed & revised mutually. The payment to various items shall be made as per actual execution at the site as given in above table.

Higher Secondary Block, Central Calvathy GHSS, Fort Kochi



COCHIN SMART MISSION LIMITED

Section VIII. Annex to Special Conditions - Contract Forms

Section VIII. Annex to Special Conditions –Contract Forms

Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment)

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NOTES ON AGREEMENT, PERFORMANCE AND ADVANCE PAYMENT SECURITIES

Samples of acceptable forms of Agreement, Performance and Advance Payment Securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms while submitting the Bid. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer

Higher Secondary Block, Central Calvathy GHSS, Fort Kochi



COCHIN SMART MISSION LIMITED

Format of Notification of Award

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

Date:/....., 2018

To: _____

[name and address of the Contractor]

This is to notify you that your Bid dated *[date]* for execution of the tender work of "**Higher Secondary Block, Central Calvathy GHSS, Fort Kochi**" *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*....., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security amounting toand additional performance security (towards unbalanced rates) amounting towithin 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in **Section VIII, Annex to the Special Conditions - Contract Forms**, of the Bidding Document

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Format of Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between **The Managing Director, of Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi 682011** (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **Bid for “Higher Secondary Block, Central Calvathy GHSS, Fort Kochi”** should be executed by the Contractor, and the Employer has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein amounting to _____,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (i) the Letter of Acceptance
- (ii) the Letter of Bid
- (iii) the addenda Nos _____ (if any)
- (iv) the Special Conditions / Contract data / Particular Conditions
- (v) the General Conditions;
- (vi) the Specification (Works requirements / Employer’s requirements)
- (vii) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **Government of India** on the day, month and year indicated above.

Signed by

Signed by

(for the Employer)

(for the Contractor)

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

Format of Performance Security
(Performance Bank Guarantee- Unconditional)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of "**Higher Secondary Block, Central Calvathy GHSS, Fort Kochi**" *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor

Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the ____ day of, 2...², whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Higher Secondary Block, Central Calvathy GHSS, Fort Kochi



COCHIN SMART MISSION LIMITED

Format of Advance Payment Security**(Bank Guarantee- Unconditional)****Demand Guarantee**

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/...../2018**ADVANCE PAYMENT GUARANTEE No.:** _____

We have been informed that _____ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of "**Higher Secondary Block, Central Calvathy GHSS, Fort Kochi**" (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

2 Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works or if in the opinion of Employer, Contractor did not perform well to reach upto the stipulated milestone target of Contract agreement.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ____ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.458.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Higher Secondary Block, Central Calvathy GHSS, Fort Kochi



COCHIN SMART MISSION LIMITED

Format of Retention Money Security**(Bank Guarantee- Unconditional)**

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

RETENTION MONEY GUARANTEE No.: _____

We have been informed that _____ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of "**Higher Secondary Block, Central Calvathy GHSS, Fort Kochi**" *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works or if in the opinion of Employer, Contractor did not perform well to reach upto the stipulated milestone target of Contract agreement.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.458.

[seal of the Bank and signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

- 2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Section IX. Bill of Quantities

(Uploaded Separately in.pdf file as VOLUME-3)

Section X. Drawings

(Uploaded Separately in.pdf file as VOLUME-4)

Section VIII Bill of Quantities

Higher Secondary Block, Central Calvathy GHSS, Fort Kochi



Smart City
MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

DRAWINGS INDEX			
Sl No.	Drawing Title	Page	Drawing No
	ARCHITECTURAL DRAWINGS		
1	Site plan	sheet 1 of 5	CSML/M14/CAL/AD/MP001
2	Ground floor & first floor plan	sheet 2 of 5	CSML/M14/CAL/AD/AR001
3	2nd & 3rd floor plan	sheet 3 of 5	CSML/M14/CAL/AD/AR002
4	terrace plan and schematic section	sheet 4 of 5	CSML/M14/CAL/AD/AR003
5	Concept elevation	sheet 5 of 5	CSML/M14/CAL/AD/AR004