



**COCHIN SPECIAL ECONOMIC ZONE AUTHORITY**  
Government of India,  
Ministry of Commerce and Industry  
CSEZ Administration Building  
Cochin Special Economic Zone  
Kakkanad – 682 037  
Tel No.0484-2413111.

NIT No. CSEZ-CSZA0I(2)/3/2025-SEZ Cochin dated 12.01.2026

**NOTICE INVITING TENDER**

*for*

**“Painting of CSEZ Administrative office Building and  
compound wall in CSEZ Kakkanad”**

(Please check that all the 73 pages are intact in this document)

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**VOLUME-I  
TECHNICAL BID**

**SECTION I**  
**NOTICE INVITING TENDER**

**NIT No. CSEZ-CSZA0I(2)/3/2025-SEZ Cochin dated 12.01.2026**

The Secretary, Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce and Industry, Government of India, invites Tenders from experienced and competent bidders, meeting the prescribed qualifying criteria as mentioned in tender document.

1.	Name of Work:	:	<b>Painting of CSEZ Administrative office Building and compound wall in CSEZ Kakkanad</b>
2.	Location	:	Cochin Special Economic Zone, Kakkanad, Cochin, Kerala
3.	Website for Procurement/ downloading Tender document/ Corrigendum /Addendum	:	<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ; <a href="http://www.csezauthority.in">www.csezauthority.in</a>
4.	Estimated Cost of Work	:	₹9,98,571/- (Rupees Nine lakh ninety eight thousand five hundred seventy one only) excluding GST
5.	Earnest Money Deposit (EMD)	:	₹20,000/- [Rupees Twenty thousand only] (Refundable)

**Note:** - EMD is to be submitted as a Demand Draft issued by a Scheduled Commercial Bank drawn in the name of "**CSEZ Authority Fund**" payable at Ernakulam along with the bid. No interest shall be paid by CSEZA on the EMD

6.	Period of Work	:	<b>30 days</b> (1 Month) from the date of Award of Work Order.
7.	Validity of Bid/Tender	:	90 Days from the date of opening of tender
10.	Last date & time for submission of Technical & Financial Bid along with EMD.	:	20.01.2026; Time: 16:00 hours
11.	Opening of Technical Bid	:	20.01.2026; Time: 16.00 hours
12.	Opening of Financial Bid	:	Will be intimated to Eligible Bidders
13.	CSEZA Contact information	:	The Secretary, CSEZA, CSEZ Administrative Building, Kakkanad, Cochin – 682 037 Telephone: <b>0484 2413111</b> E-mail: <a href="mailto:secretarycseza@gmail.com">secretarycseza@gmail.com</a>

**There shall be no Tender Fee for submission of Bids. Exemption for EMD shall not be applicable for bidders having relevant registration such as MSME in case of works contract. If the office of CSEZA happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.**

**For and on behalf of CSEZA**

(Sd/-)  
**The Secretary, CSEZA**

**Disclaimer:** The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While CSEZA has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further, CSEZA does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. CSEZA is not responsible if no due diligence is performed by the bidders.

**SECTION- II**  
**INSTRUCTIONS TO BIDDER**

**1. GENERAL INSTRUCTIONS TO BIDDER**

- a. The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the work in all respects.
- b. The Website for downloading tender document is <https://eprocure.gov.in/epublish/app; www.csezauthority.in>. Bidders are advised to visit the above website regularly for updates, i.e., Addendum/Corrigendum, if any. All the Addendum/Corrigendum up to submission of tender shall be the part of tender. The full details about the work, specifications, drawings if any, terms and conditions etc. shall be available in the Tender Document.
- c. Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d. CSEZA desires that the bidders, or its suppliers, contractors and consultants observe the highest standard of ethics during the performance, procurement and execution of work tendered herein. In pursuance of this requirement, CSEZA:

- 1.2 Defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, 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, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" 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;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- 1.3 Will reject the award of Contract, even at a later stage, if it arrives at a conclusion that the bidder selected for award of work has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices during pre-bid, bidding or post-bid stages;
- 1.4 Will impose sanctions on a bidder or its successors, which includes declaring the bidder/successors ineligible, either indefinitely or for a stated period of time, from participating in any further bidding/procurement proceedings of CSEZA, if it at any time the latter arrives at a conclusion that the bidder has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and
- 1.5 The bidder may be required to sign an Integrity Pact with CSEZA. The bidders or its suppliers, contractors and consultants shall permit CSEZA to inspect their accounts and records and other documents relating to the bid submission and contract performance.
- 1.6 The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract. The Bidder must examine the Drawings, inspect the sites of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. CSEZA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.7 The Contract shall be governed by terms and conditions in the tender document and all other Conditions stated by CSEZA in connection with the tender.
- 1.8 All Bidders are hereby explicitly informed that conditional offers or offers not in conformity with the terms and conditions of the tender documents are liable to be rejected.
- 1.9 The bidders shall not tamper or modify any part of the tender documents in any manner. In case any part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with CSEZA.
- 1.10 Incomplete Price bid shall be liable to be rejected, at the discretion of CSEZA. The total bid price shall cover the entire scope of works covered in the tender.
- 1.11 The bidder should be an Indian Registered Company under Companies Act 1956/Proprietorship/Partnership.

- 1.12 All Bidders are hereby cautioned that Bids containing any deviation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- 1.13 CSEZA reserves the right to accept or reject any or all bids without assigning any reasons thereof. No Bidder shall have any cause of action or claim against the CSEZA for rejection of his Bid and CSEZA will not be bound to accept the lowest or any other tender.
- 1.14 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.15 All information submitted in response to this NIT shall be the property of CSEZA and it shall be free to use the concept of the same at its will.
- 1.16 It is hereby declared that CSEZA is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign an integrity Pact and an Agreement, which integral parts of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.
- 1.17 The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the tender. While submitting their proposal, the bidder shall ensure that they meet the conditions of eligibility described in the tender.
- 1.18 This document constitutes no form of commitment on the part of CSEZA. Furthermore, this document neither confers the right nor any expectation on any party whatsoever, to participate in the tender process. The bidder shall be responsible for all acts incurred or omissions made in connection with participation in this process. This tender does not bind CSEZA to award a contract or to engage in negotiations. However, the bidders' participation in this process may result in CSEZA selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations shall not, however signify a commitment by CSEZA to execute a contract or to continue the negotiations with that bidder. The CSEZA reserves its right to terminate such negotiations at any time without assigning any reason.
- 1.19 Failure to furnish all the necessary information as required by the tender or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable for rejection.
- 1.20 CSEZA reserves the right to verify all statements, information and documents submitted by the tenderer in response to the tender. Failure of CSEZA to undertake such verification shall not relieve the tenderer of its obligations or liabilities hereunder nor will it affect any rights of CSEZA thereunder.
- 1.21 Bid proposals received by e-mail or facsimile shall be treated as defective, invalid and rejected.
- 1.22 Only detailed bid proposals complete in all respect and in the forms indicated shall be treated as valid.
- 1.23 No Bidder can modify, substitute, or withdraw the bid proposal after its submission.
- 1.24 The right to suspend the short-listing process or part of the process to accept or reject any or all bid proposals at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by CSEZA without any obligation or liability whatsoever.
- 1.25 The bid proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder
- 1.26 Conditional bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder, in which event, the decision of CSEZA shall be final and binding.
- 1.27 A bidder shall, by responding to CSEZA under the present tender, be deemed to have accepted all the terms and conditions of this document. The terms of engagement shall be in accordance with the contract to be entered with the successful bidder
- 1.28 The bid shall remain valid for 90 days after the date of opening of Bids specified by CSEZA. In exceptional circumstances, the CSEZA may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bid.
- 1.29 CSEZA is not bound to accept any bid and reserve the right to accept or reject any bid and to annul the selection process and reject all bids at any time prior to the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected bidder(s) on this ground
- 1.30 To facilitate evaluation of Proposals, CSEZA may, at its sole discretion, seek clarifications from any bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the CSEZA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought above within the specified time, his application shall be liable to be rejected. In case the application is not rejected, the CSEZA may

proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

1.31 All documents and other information provided by CSEZA or submitted by a bidder to CSEZA shall remain or become the property of CSEZA. Bidders are to treat all information as strictly confidential. CSEZA will not return any application/proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the bidder to CSEZA in relation to the assignment shall be the property of CSEZA.

## 2. PREPARATIONS OF BIDS

- (i) Bidder should consider any corrigendum published on the tender document before submitting the bids.
- (ii) Bidder shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents must be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule

### 2.1. SUBMISSION OF BIDS

- a. The bidders should submit their Proposal with a Cover Letter in two separate envelopes marked as **ENVELOPE-A** and **ENVELOPE-B**.
- b. **COVER LETTER:** - The cover letter must clearly mention the name, address, telephone and fax no., and email ID of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
- c. **ENVELOPE- A:** - One Hard Copy of Technical Proposal, in original, with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings “**Bid for Error! Reference source not found.** **ENVELOPE- B:** - One Hard Copy of Financial Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings “**Financial Proposal** for Error! Reference source not found.
- d. Each document in the two envelopes of Proposal should be a complete document and should be bound as a volume separately. Each of the document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Proposal
- e. Both the Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately. The outer cover shall be superscribed as “**Proposal for Error! Reference source not found.**
- f. ENVELOPE-B i.e., Financial Proposal will be opened only for bidders who have been found qualified in meeting the minimum eligibility
- g. All entries/details in the tender form shall be legible and filled clearly. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the Bid shall be summarily rejected
- h. Financial Proposal: In preparing the Financial Proposal, the bidder is expected to take into account the requirements and conditions of the tender documents. Bidders shall submit the financial proposal in the Form given in the tender document clearly indicating the total cost of the tender in both figures and words, in Indian Rupees, and signed by the bidder. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account. The envelope marked “Financial Proposal” shall contain the financial proposal in the Form given in the tender document
- i. However, CSEZA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposal submitted by the respondents
- j. Late Proposals:
  - (a) Proposals received by the CSEZA after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.
  - (b) Any alteration / modification in the bid proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by CSEZA, shall be disregarded.

## **2.2. ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

## **2.3. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid as well as costs associated for facilitating the evaluation. CSEZA shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **2.4. LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

## **2.5. CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees (INR). Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of CSEZA. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of CSEZA, within this period, his earnest money will be forfeited.

## **2.6. ANNEXURES**

The Bidder should follow the guidelines as per "Section of Annexures" mentioned in tender document. CSEZA reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

**For and on behalf of CSEZA**  
(Sd/-)  
**The Secretary, CSEZA**

**SECTION-III**  
**SELECTION AND QUALIFYING CRITERIA**

**1. SITE VISIT**

- (i) Intending Bidder(s) shall visit site to inspect and examine the site and its surroundings, the nature of the ground and sub-soil etc. (so far as is practicable) at his own cost and satisfy themselves before submitting the bids as to, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the bid.
- (ii) A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- (iii) Bidder's representative shall contact the official named in the tender document for their visit or to obtain additional information on the pre-bid meeting Bidders should ensure that CSEZA official is informed well in advance to make appropriate arrangements for the visit.
- (iv) The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
- (v) Submission of a bid by a bidder(s) implies that he has read this tender document alongwith all addenda/corrigenda and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

**2. QUALIFYING CRITERIA:**

**I.** The intending bidder must read the terms & conditions of tender documents carefully. He shall only submit his Technical Bid if he considers himself eligible and is in possession of all the documents required.

**II. The Technical Bid shall be submitted along with the following documents.**

**Format of Check List**

<b>SI. No.</b>	<b>Particular of Document</b>	<b>Yes</b>	<b>No</b>	<b>Page Nos.</b>
a)	Demand Draft issued by a Scheduled Commercial Bank drawn in the name of " <b>CSEZ Authority Fund</b> " payable at Ernakulam (valid for 90 days from the due date of the tender) for amount highlighted in the tender section as Earnest money Deposit (EMD)			
b)	Letter of Transmittal of bid in the letter head of the bidder for submission of Technical Bid ( <b>Form-B</b> )			
c)	Affidavit Of Understanding NIT ( <b>Form C</b> )			
d)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm/company. ( <b>Form-E</b> )			
e)	Power of attorney for signing of Proposal ( <b>Form-F</b> )			
f)	Appropriate class of Licence from central, state govt dept, public sector or similar work			
g)	Letter of understanding the project site on bidder letter Head ( <b>Form-D</b> ).			

h)	<p>Yearly Profit and Loss Account and Balance Sheet for the last three years, ending on the financial year 2024-25. <b>(Audited Documents if applicable)</b></p>			
i)	<p>The Average annual financial turnover (after enhancement) for last three years shall be at least ₹3,99,450/- (Rupees Three lakh ninety nine thousand four hundred fifty only). <b>(Audited documents should be submitted if the annual turnover is more than ₹2 crore else Certified by Chartered Accountant) - Form G</b></p> <p><b>Note:</b> The value of annual turnover figures shall be brought to the current value (i.e. preceding financial year) by enhancing the actual turnover figures at simple rate of 7% per annum.</p>			
j)	<p>The contractor should have successfully completed during the last 7 years ending last date of submission of tenders as per NIT, "similar works" as follows:</p> <p>a. Three Civil/similar works each costing not less than ₹3,99,450/- OR</p> <p>b. Two Civil/similar works each costing not less than ₹ 4,99,290/- OR</p> <p>c. One Civil/similar work costing not less than ₹7,98,860/- The details of work/experience shall be submitted in the format given in Form H.</p> <p><b>Note:</b></p> <p>1. 'similar works shall mean "<b>Works including Painting of Multi storey buildings</b>"</p> <p>2. <i>the past experience in similar nature of work should be supported by certificates issued by the client's organisation. Value of work will be considered equivalent to the amount received as per the TDS Certificates.</i></p> <p>3. <i>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission of tenders as per NIT.</i></p> <p>Details of similar type of work executed should have the following:</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Completion certificates and work orders should be enclosed which clearly indicates the name and nature of work, value of work and time period.</li> <li>2. TDS (26 AS) downloaded from the web matching with the experience certificate should be attached in case of private works.</li> <li>3. Experience certificate issued by the same management/ sister concern/ joint venture etc are not acceptable.</li> </ol>			
k)	Blacklisting/non-debarring declaration Form ( <b>Form-I</b> )			
l)	'No Deviation Certificate' in prescribed format in Bidder's			

	Letter Head ( <b>Form-J</b> ).		
m)	<b>Goods and Service Tax (GST):</b> The bidders shall be liable to pay all applicable taxes including GST and no payment on this account shall be claimed from CSEZA. <b>Copy of GST registration certificate</b>		
n)	<b>Affidavit or undertaking to supply goods and services at Zero rate as per 16(1) of Chapter VII of IGST Act (Form N)</b>		
o)	The nature of bidder (Company/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. <b>Joint Ventures are not accepted.</b> Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. Bidder should have at least an office in Kerala.		
p)	Copy of P.F, ESIC registrations and PAN		

- 2) Financial Bid or traces of information regarding financial bid should not be included in the Technical Bid. If found so, the bid shall be summarily rejected.**
- 3) Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submittal is found non - compliant with the requirement or work, it may be rejected. The Financial Bid will be opened only for the agencies whose technical bids are accepted by the competent authority.

#### **1) CONTENTS OF FINANCIAL BID**

The Financial Bid should be submitted separately before the last date & time of submission mentioned in the tender document.

The quoted rate filled in Schedule of Quantities should include all associated costs with the project including any out of pocket / mobilization expenses, necessary lead or lift associated with and not specified, TDS, if any applicable as per Govt. terms, shall be paid by the Contractor.

Rates quoted in the price bid should be **exclusive of GST**

CSEZA shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation.

#### **2) OPENING OF FINANCIAL BID**

After opening of technical bid, a list of short - listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified date & time.

#### **3) AWARD CRITERIA**

After closing of Technical & Financial Bid process, CSEZA will award the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the Work as detailed in the scope of work is the lowest.

**For & on behalf of Tenderer**

**SECTION– IV**  
**GENERAL CONDITIONS OF CONTRACT**

**a) GENERAL RULES AND DIRECTIONS**

- 1) The work proposed for execution by contract will be notified in a form of invitation to tender by publication in Newspapers and/or posted on website as specified in the said form inviting tender.
- 2) This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, as also the amount of Earnest Money to be deposited with the tender, and the amount of the Security Deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender. If the bidder is a Company, it must be signed by the authorized signatory of the Company who has been empowered to do so through a board resolution.
- 3) Receipts for payment made on account of work shall be signed by the power of attorney of the firm, if it is a partnership firm.
- 4) No conditional tenders shall be accepted. A person/firm shall submit only single bid. The Bid will be rejected by CSEZA as non-responsive and shall not be considered in case EMD is not received of the requisite amount and/or Bank Guarantee (if opted) in the physical form.
- 5) The rate(s) must be quoted in full rupees.
- 6) In case the lowest tendered amount of two or more contractors is same, then the lowest tender, among such contractors, shall be decided by draw of lots.
- 7) The tender committee will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
- 8) CSEZA shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 9) The tenderers shall sign a declaration under the, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Confidentiality Clause
- 10) In the case of Item Rate Tenders, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- 11) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

12) All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and in case of discrepancy, the amount in words shall be taken as correct.

13) Forfeiture/Return of EMD

The EMD submitted by the bidder will be forfeited if:

- i. The bidder withdraws his tender before processing of the same.
- ii. The bidder withdraws his tender after processing but before acceptance of "Letter of Acceptance" issued by CSEZA.
- iii. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- iv. The bidder violates any of the provisions of the terms and conditions of this tender.

The EMD will be refunded to:

- i. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in this document valid till the end of assignment period with additional claim period of 90 days.
- ii. The unsuccessful bidders, only after acceptance of the "Letter of Acceptance" by the selected bidder.

14) **Performance Guarantee**

- A. The Contractor, whose tender is accepted, will be required to furnish **performance guarantee of 5% (Five Percent) of the contract amount** within seven days of issue of the Letter of Acceptance. Performance **Guarantee** may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt with Lien in the name of "**CSEZ Authority**" from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form, safeguarding the purchaser's interest in all respects. The EMD will be returned only after submission of Performance Guarantee.
- B. In case L-1 Bidder's Quote/ Winning Bid is lower than 85% of Estimated Cost put to tender (ECPT), then such Bid shall be considered as an "Abnormally Low Bid" (ALB). In such case, the L-1 Bidder/ Contractor shall be required to submit an Additional Performance Guarantee for an amount that is "difference between the 85% of ECPT and ALB". **No Tenders below 75% of ECPT shall be accepted.**

15) Security deposit will be collected by deductions from the running bills as well as final bill of the contractor so that the total security deposit at the time of completion of works shall be @ 2.5% of the contract value of the work.

16) If for breach of tender/contract conditions by bidders/contractor, CSEZA has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract as per Clause 4 below, the CSEZA apart from exercising any legal rights that may have accrued to it, forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

17) On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

18) All the tax applicable in respect of this contract shall be payable by the Contractor and CSEZA will not entertain any claim whatsoever in respect of the same. All billing by the Contractor should be in the name of "CSEZA, CSEZ Administrative Building, Kakkanad, Cochin- 682037" bearing the GSTIN: 32AAAGC0659L1ZL". In this type of billing, GST will be zero rated.

19) The bidder/contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by CSEZA only after verification of the work and documents. The bidder/contractor also unconditionally agree that in the

event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received, then any of the Employee/Officer of CSEZA shall not be responsible to pay any amount to bidder/contractor.

- 20) The contractor shall give a list of CSEZA employees related to him.
- 21) The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
- 22) The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical & horticulture works in the composite tender.
- 23) The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and CSEZA may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## **1. DEFINITIONS**

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- 1) **The Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the CSEZA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-In Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2) **Client/Employer** shall mean CSEZA , having their registered office at CSEZ Administrative Building Kakkanad, Cochin Kerala – 682037, India & include their successors & permitted assigns as well as their authorized officer/ representatives
- 3) The expression '**Work**' or '**Works**' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract agreed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- 4) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 5) **Contractor** means the successful bidder with whom CSEZA has signed an agreement after the issuance of award of work and submission of Performance Guarantee.
- 6) **The Engineer-in-charge** means the Officer appointed by CSEZA or his duly authorized representative or the authorized personnel of the O&M agency who shall direct, supervise and be in charge of the work for the purpose of this Contract. The Engineer-in-charge shall exercise his powers and function as per the instructions, directions and authorizations by the Chairperson, CSEZA or the Secretary-in-Charge, as mentioned in this tender. He shall take any decision with regard to the work/conditions in this tender having monetary and non-monetary impacts (legal, structural/design, etc.) only with the approval of Chairperson, CSEZA or the Secretary-in-Charge. He shall submit reports on any matter connected to the work in this

tender as directed by the Chairperson, CSEZA or the Secretary-in-Charge and shall be bound to provide all technical expertise and advice when called upon to do so.

7) **Competent Authority** shall mean the Chairperson, Cochin Special Economic Zone Authority.

8) **Tenderer / Bidder** shall mean the firm/party who intends to participate in this Notice Inviting Tender

9) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

10) **Market Rate** shall be the rate approved by the Competent authority as recommended by the Engineer-in Charge which shall not be more than DSR+10% or LMR, whichever is smaller, subject to verification by the Secretary-in Charge (or Local Purchase Committee, if any, in cases where there are no DSR rates).

11) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government (DSR 2022) hereunder, with the amendments thereto issued up to the date of receipt of the tender.

12) The **Successful Bidder** shall mean the firm or agency whose bid has been accepted by CSEZA .

13) **Consultant** shall mean any consultant nominated by CSEZA

14) **Contract value** means the value of the entire work as stipulated in the work order and agreement.

15) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in the Letter of award of work.

16) **DRAWINGS** mean the drawings including modifications if any and such other drawings as may from time to time approved by CSEZA in writing.

17) **TENDER** means the bidder's priced offer to CSEZA for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the tender, as accepted by the Letter of Award. The word TENDER is synonymous with the words tender, bid, offer.

18) **Performance Guarantee** includes additional Performance Guarantee, if any.

19) **The Secretary-in-Charge** means the officer exercising the powers of the Secretary of CSEZA as per Rule 8 (1) of the Special Economic Zone Authority Rules, 2009.

## **2. SCOPE AND PERFORMANCE**

1. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
2. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, (Not Applicable) and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

## **3. WORKS TO BE CARRIED OUT**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, tools, equipment and transport which may be required in preparation of and for and in full and entire execution and completion of the works.

#### **4. SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the Cost quoted in the Schedule of Quantities/ Building Components, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### **5. DISCREPANCIES AND ADJUSTMENT OF ERRORS**

1. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
  - 1.1 In the case of discrepancy between the schedule of Quantities/Building Components, the Specifications and/ or the Drawings, the following order of preference shall be observed:
    - (i) Letter of Award
    - (ii) NIT/Tender conditions alongwith Addendum/Corrigendum/clarification
    - (iii) Description of Schedule of Quantities/Components.
    - (iv) Particular Specification and Special Condition, if any.
    - (v) Drawings if any.
    - (vi) CPWD Specifications if any.
    - (vii) Indian Standard Specifications of B.I.S.

1.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

1.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

#### **6. SIGNING OF CONTRACT**

- 1) The Letter of Award of Work shall be issued within 7 days from the submission of Performance Guarantee by the Successful Bidder. The successful Tenderer/contractor, shall within 7 days from the stipulated date of commencement of the work, sign the contract consisting of:-
  - i. The notice inviting tender, all the documents including drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - ii. Additional Conditions of Contract consisting of:
    - (a) Various standard clauses with corrections up to the date stipulated in Additional Conditions of Contract along with annexures thereto.
    - (b) Safety Code.
    - (c) Model Rules for the protection of health, sanitary arrangements for workers employed.
    - (d) Contractor's Labour Regulations.
    - (e) List of Acts and omissions for which fines can be imposed.
    - (f) CPWD specification, Indian standard (IS) specification, NBPCL specifications with up

to date corrections.

(g) General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable.

2) No payment for the work done will be made unless contract/ agreement is signed by the contractor.

## 7. CLAUSES OF CONTRACT

### CLAUSE 1: PERFORMANCE GUARANTEE

- 1) **The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the contract amount** (Performance **Guarantee** may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or safeguarding the purchaser's interest in all respects) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days period from the date of issue of letter of acceptance. This period can be further extended by the Competent Authority up to a maximum period of 7days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Competent Authority. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.
- 2) The Performance Guarantee shall remain valid for a minimum period of ninety days beyond the date of completion of all contractual obligations/period of contract. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.
- 3) The CSEZA shall not make a claim under the performance guarantee except for amounts to which CSEZA is entitled under the contract (not notwithstanding and/or without prejudice to any other provisions in the contract agreement) as under:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the CSEZA may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay CSEZA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by CSEZA.
  - (c) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full.

### CLAUSE 2: RECOVERY OF SECURITY DEPOSIT

- 1) The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit CSEZA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the contract value of the work. This deduction shall be in addition to the 5% Performance Guarantee submitted. Such deductions will be made and held by CSEZA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above.
- 2) In case a fixed deposit receipt of any Bank is furnished by the contractor to the CSEZA as part of release of the security deposit amount and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the

contractor shall forthwith on demand furnish additional security to the CSEZA to make good the deficit.

- 3) All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, if any or from any sums which may be due to or may become due to the contractor by CSEZA on any account whatsoever.
- 4) in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days pay to CSEZA or make good in fixed deposit receipt tendered by the State Bank of India or by Commercial Banks endorsed in favour of CSEZA, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
- 5) The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh. *Provided* further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in this tender which shall be extended from time to time depending upon extension of contract granted under provisions of this tender.
- 6) The Security Deposit shall be returned after ninety days from the successful completion of all contractual obligations/period of contract.

### **CLAUSE 3: PENALTY FOR LAPSE/ERROR/NON-DEPLOYMENT OF MANPOWER OR DELAY IN COMPLETION**

- 1) If the contractor commits any lapse/error or causes any delay/fails to maintain the required progress to complete the work and clear the site on or before the project completion period or extended date of completion, he shall pay or allow CSEZA to deduct penalty @ 0.5% of the total contract value per week of delay to be computed on per day basis.
- 2) The total amount of such penalty for delay shall not exceed 10% of the contract value of work. This will also apply to items or group of items for which a separate period of completion has been specified.
- 3) In case the manpower as required in this tender is found to be absent for duty as per the scope of work, CSEZA shall be at a liberty to impose a penalty of Rs.1000 per person for absence in each shift.

### **CLAUSE 4: WHEN CONTRACT CAN BE DETERMINED**

- 1) Subject to other provisions contained in this clause, the Competent Authority may, without prejudice to any other rights or remedy of CSEZA against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
  - (i) If the contractor, having been given by the Engineer-in-Charge a notice in writing, as approved by the Secretary-in Charge, to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirement of such notice for a period of seven days thereafter.
  - (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (reported to the Secretary-in Charge) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days

from the Engineer-in- Charge, as approved by the Secretary-in Charge.

- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge, as approved by the Secretary-in Charge. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge, as approved by the Secretary-in Charge.
- (iv) If the Secretary-in Charge has reasonable grounds to conclude that the contractor or any other person on his behalf has paid or attempted or agreed to pay any commission or has offered or given or agreed to give to any person in CSEZA any service, gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for CSEZA.
- (v) If the Secretary-in Charge has reasonable grounds to conclude that the contractor had secured the contract with CSEZA as a result of wrong tendering or other non-bona fide methods of competitive tendering or commits breach of Integrity Agreement/Pact.
- (vi) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (vii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order under any Insolvency statute including Insolvency and Bankruptcy Code.
- (viii) If the contractor shall suffer an execution by way of an order of Court/judicial/adjudication forum being levied on his goods and allow it to be continued for a period of 21 days.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order under any Insolvency statute including Insolvency and Bankruptcy Code.
- (x) If the contractor shall suffer an execution by way of an order of Court/judicial/adjudication forum being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) If the contractor makes any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of CSEZA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract.

- 2) When the contractor has made himself liable for action under any of the cases aforesaid, the Chairperson of CSEZA shall have powers:
  - (i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Chairperson of CSEZA shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of CSEZA.
  - (ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
- 3) In the event of above courses being adopted by Chairperson of CSEZA, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.
- 4) And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Secretary-in Charge has approved the performance of such work and the value payable in respect thereof certified by the Engineer-in-Charge in writing. Further, the Contractor shall only be entitled to be paid the value so approved and also shall be liable to pay for the additional cost of work suffered by CSEZA for the completion of work the Contractor had agreed to complete.

#### **CLAUSE 4A – PERIOD OF CONTRACT**

Period of contract is for one year which can be extended for a maximum of twelve months, solely at the discretion of Chairperson of CSEZA based on the satisfactory performance of the contractor as recommended by the Secretary-in-Charge after getting a report from the Engineer-in-Charge.

#### **CLAUSE 5: CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 4**

- 1) In any case in which any of the powers conferred upon the Competent Authority by Clause-4 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.
- 2) In the event of the Competent Authority exercising all or any of the powers vested in him under the preceding clause, the Secretary-in-Charge shall give a notice in writing to the contractor and the contractor shall handover the vacant peaceful possession of the site after removing all his plants, tools, machinery and equipment. In case if he fails to do so, the Secretary-in-Charge shall take possession of the site and remove the tools, plant, materials, or stores of the contractor from the premises through the Engineer-in-Charge (within a time to be specified in such notice) at the contractor's expense or sell them by auction (after a notice to the contractor).

#### **CLAUSE 6: MEASUREMENTS OF WORK DONE**

- 1) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. 'Measurement' here means checking, testing, evaluating and recording in the records/registers mentioned below. 'Value' here means the quality and specifications (as per CPWD norms) in the routine/preventive/major operation and maintenance works'.

- 2) All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- 3) If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer- in Charge or his representative, CSEZA shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
- 4) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- 5) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the scope of work notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by scope of work, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- 6) The contractor shall give, not less than seven days' notice to the Engineer-in- Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work.
- 7) If any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 8) Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the CSEZA to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 9) It is also a condition of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE 6A: COMPUTERIZED MEASUREMENT BOOK**

- 1) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
- 2) All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book/Measurement Sheet having pages of A-4 size so that a complete record is obtained of all the items of works performed under the contract.
- 3) All such measurements and levels recorded by the contractor or his authorized representative

from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

- 4) Whenever bill is due for, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the CSEZA a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
- 5) The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and records.
- 6) The contractor shall also submit to the CSEZA separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Engineer-in-Charge.
- 7) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Officer Engineer-in-Charge or his representative.
- 8) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
- 9) The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work.
- 10) If any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 11) The Engineer-in-charge shall check the measurements recorded by contractor and shall submit a report to the Secretary-in-Charge. All provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 12) It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final

bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Notwithstanding anything stated to the contrary in Clauses 6 and 6A above, the Engineer-in-Charge shall submit reports of all the actions undertaken in exercise of his powers to the Secretary-in-Charge.

#### **CLAUSE 7: COMPLETION CERTIFICATE AND COMPLETION PLANS**

- 1) Within two days of the completion of each schedule of work, the contractor shall give notice of such completion to the Engineer-in-Charge and within two days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish a report of the same to the Secretary-in-Charge. The Engineer-in-Charge shall issue a certificate of completion of each schedule of work to the contractor, only after the verification of the said report and approval given by the Secretary-in-Charge. In appropriate cases, a provisional certificate of physical completion indicating defects either to be rectified by the contractor and/or for which payment will be made at reduced rates, may also be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises all his tools, machineries and equipment and not until the work is measured by the Engineer-in-Charge and approved by the Secretary-in-Charge.
- 2) If the contractor shall fail to comply with the requirements of this Clause, the measures as mentioned Clause 4 above shall be enforced.

#### **CLAUSE 8: CONTRACTOR TO KEEP SITE CLEAN**

- 1) When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract.
- 2) In case the contractor fails to comply with the requirements of this clause, the Secretary-in-Charge through the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor or through any other agency. Before taking such action, the Secretary-in-Charge shall give ten days' notice in writing to the contractor.

#### **CLAUSE 9: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR**

- 1) The contractor shall submit completion plan as required under the Scope of Work in this agreement or in case of works not falling under the scope of work, as per the General Specifications/Manuals as applicable within thirty days of the completion of the work.
- 2) In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) which shall be final and binding on the contractor.
- 3) In case, the contractor fails to submit the completion plan as aforesaid, the CSEZA will get it done through other agency at his cost and actual expenses incurred plus Rs.15,000/- for the same shall be recovered from the contractor.

#### **CLAUSE 10: PAYMENT OF FINAL BILL**

- 1) The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion whichever is earlier.
- 2) No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Secretary-in-Charge, will, as far as possible be made within 2 months

### **CLAUSE 11: PAYMENT OF CONTRACTOR'S BILLS TO BANKS**

Payments due to the contractor shall be made to his bank/financial institutions after obtaining the details of his bank account along with a cancelled cheque of the account.

### **CLAUSE 12: MATERIALS TO BE PROVIDED BY CONTRACTOR**

- 1) The contractor shall, at his own expense, provide all materials, required for the works. All other materials shall also be supplied as specified by the Engineer- in-Charge.
- 2) All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract.
- 3) The Engineer-in-Charge as authorized by the Secretary -in-Charge on a case-to-case basis shall have powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge as authorized by the Secretary -in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

### **CLAUSE 13: TOTAL CONTRACT VALUE**

The contractor shall meet within the total contract value agreed upon, all the expenses connected with the payments on account of increase in price / wages due to any statutory order or due to variation in prices of materials during the contract period as per this tender. In case the contract vide this tender is extended beyond a period of One year, CSEZA shall pay the Contractor an amount equal to the rise in minimum wages, if any, of the employees mentioned in the BoQ.

### **CLAUSE14: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, and ORDERS ETC.**

- 1) The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications, The specification with up to date correction on the last date of submission of tender for work.
- 2) In case specification of any item is not clear, CPWD specification, Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract with up to date correction slips issued on last date of submission of tender of work is applicable.
- 3) The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications specified in Additional Conditions of Contract or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
- 4) The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, required for such maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## CLAUSE 15: DEVIATIONS / VARIATIONS EXTENT AND PRICING

- 1) The Engineer-in-Charge shall have power with the approval of the Secretary-in-Charge:
  - (i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work,
  - (ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereunder provided.
- 2) The time for the completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:
  - a) in the proportion which the additional cost of the altered, additional or substituted work bears to the original tendered value plus
  - b) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 3) In the case of extra item(s), the contractor may within fifteen days of receipt of order claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and agree with the contractor that extra items shall be paid in accordance with the rates so determined& mutually agreed.
- 4) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para:
  - a) If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
  - b) If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)
- 5) The contractor shall send to the Engineer-in-Charge an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.
- 6) Market Rates to be determined shall be on the basis of prevailing rates of Material excluding GST (unless mentioned otherwise), Relevant Labour authority rate for Labour, market rates of T&P etc. plus 15% towards Contractors' Profits and Overheads.
- 7) The following factors may be considered in the justification of rates on which Contractor's overhead & profit shall not be applicable:
  - a) Buildings and Other Construction Worker Cess as applicable in the state of work place
  - b) EPF (Employer Contribution) component, as per EPF act on the portion of labour wages
  - c) GST on works contract.

### **CLAUSE 15A: PRICE ESCALATION**

No adjustment of the prices shall be allowed during the period of the contract for works which have a period of completion up to 18 months unless the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh, law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders. And in case if prices of the above mentioned are decreased as a direct result of the events in this para, there shall be deductions from the dues of the contractor, the differential amounts so occurring due to price variations.

### **CLAUSE 16: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

- 1) If at any time after acceptance of the tender, the Chairperson, CSEZA decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out and directs the Secretary -in-Charge to give notice in writing to that effect to the contractor, the contractor shall act accordingly in the matter.
- 2) The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 3) The contractor shall be paid at contract rates, full amount for works executed at site.

### **CLAUSE 17: CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

- 1) If contractor:
  - (a) at any time makes default during execution of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge as approved by the Secretary-in-Charge; or
  - (b) commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge as approved by the Secretary-in-Charge; or
  - (c) fails to complete the work(s) or items of work with schedules of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge as approved by the Secretary-in-Charge, the latter without invoking action under clause 4 (when contract can be determined) may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to CSEZA, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
    - (i) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
    - (ii) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
- 2) The Secretary-in-Charge on the basis of a report from the Engineer-in-Charge, shall determine the amount if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by

CSEZA because of action under this clause shall not exceed 10% of the Contract value of the work.

- 3) In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.
- 4) The value of work done assessed by the Secretary-in Charge after verification of the certificate of the Engineer-in-Charge shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the CSEZA are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 5) Any excess expenditure incurred or to be incurred by CSEZA in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by CSEZA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to CSEZA in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 6) If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Secretary-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- 7) In the event of above course being adopted by the Secretary-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **CLAUSE 18: SUSPENSION OF WORK**

- 1) The contractor shall, on receipt of the order in writing of the Secretary-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Secretary-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - a. On account of any default on the part of the contractor or;
  - b. For proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c. For safety of the works or part thereof.

While issuing orders/notice under Clause 18(1) above, the Secretary-in Charge shall take the opinion of the Engineer-in-Charge into consideration.
- 2) If the suspension is ordered for reasons (a) in sub-para 1) above: , the contract period shall be extended to the extent of period of suspension above mentioned.
- 3) If the suspension is ordered for reasons (b) and (c) in sub-para 1) above and if the total period of all such suspension exceeds thirty days, the contractor shall, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the

contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

#### **CLAUSE 19: COMPENSATION IN CASE OF DELAY IN ARRANGEMENTS BY CSEZA**

The contractor shall not be entitled to claim any compensation from CSEZA for the loss suffered by him on account of delay by CSEZA in making any arrangement/site preparation for carrying out the works.

#### **CLAUSE 20: CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

- 1) The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in Additional Conditions of Contract. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge (who shall intimate the same to the Secretary-in Charge) as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.
- 2) The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.
- 3) If the Contractor fails to do so, the same may be provided by CSEZA at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **CLAUSE 21: RECOVERY OF COMPENSATION PAID TO WORKMEN**

- 1) In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, CSEZA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, CSEZA will recover from the contractor, the amount of the compensation so paid.
- 2) Without prejudice to the rights of the CSEZA under subsection (2) of Section 12, of the said Act, CSEZA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by CSEZA to the contractor whether under this contract or otherwise.

#### **CLAUSE 22: ENSURING PAYMENT AND AMENITIES TO WORKERS, IF CONTRACTOR FAILS**

- 1) In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, CSEZA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules or under Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers, CSEZA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred.
- 2) Without prejudice to the rights of the CSEZA under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970,

CSEZA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by CSEZA to the contractor whether under this contract or otherwise.

#### **CLAUSE 23: LABOUR LAWS TO BE COMPLIED BY CONTRACTOR**

- 1) The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- 2) Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- 3) No labour below the age of fourteen years shall be employed on the work.

#### **CLAUSE 24: PAYMENT OF WAGES**

- 1) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- 2) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- 3) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by CSEZA from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- 4) CSEZA shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- 5) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one- day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, CSEZA shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
- 6) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- 7) The contractor shall indemnify and keep indemnified CSEZA against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

- 8) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 9) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- 10) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 25: SAFETY PROVISIONS**

- 1) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- 2) In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay Rs.200/- for each default, as decided by the Secretary-in Charge, and in addition, the latter shall instruct the Engineer-in-Charge to make arrangement and provide facilities as aforesaid and recover the entire costs incurred in that behalf from the contractor.

#### **CLAUSE 26: HEALTH AND SANITARY ARRANGEMENTS**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the CSEZA and its contractors.

#### **CLAUSE 27: PENALTY FOR BREACH OF LABOUR REGULATIONS**

- 1) In the event of the contractor(s) committing a default or breach of any of the provisions of the CSEZA, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the CSEZA a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements.
- 2) In the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 500/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.
- 3) Should it appear to the CSEZA that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work- people employed by the contractor(s) (hereinafter referred as "the said Rules") the CSEZA shall give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.
- 4) If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the CSEZA shall provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and

to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the CSEZA shall give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards.

- 5) If the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the CSEZA shall remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### **CLAUSE 28: MISCONDUCT OF LABOUR**

The Secretary-in- Charge, on the basis of a report from the Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

#### **CLAUSE 29: PREVENTION OF UNAUTHORIZED ENTRY**

It shall be the responsibility of the contractor to see that the facility under maintenance is not occupied by anybody unauthorized during his contract period.

#### **CLAUSE 29A: PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION**

- (1) No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall be occupied in unauthorized manner by him or his staff.
- (2) It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy of compensation up to 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.
- (3) However, the Engineer-in-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 30: COMPENSATION PAYABLE**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation

#### **CLAUSE 31: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED**

- 1) Where the contractor is a partnership firm or a company, the previous approval in writing of CSEZA shall be obtained before any change is made in the constitution or the ownership of the firm.
- 2) Where the contractor is an individual or a Hindu undivided family business concern, such approval shall be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

- 3) If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of terms and conditions hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 4.

### **CLAUSE 32: EXECUTION OF WORKS**

All works shall be executed under the direction of the Engineer-in-Charge as approved by the Secretary-in- Charge, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **CLAUSE 33: SETTLEMENT OF DISPUTES & ARBITRATION**

- 1) Any dispute, controversy or claims arising out of or relating to this tender or the breach, termination or invalidity thereof, shall be settled through following mechanism:
  - (a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
  - (b) In the event the parties are unable to reach on any settlement in the said meeting (s), then the aggrieved party shall mandatory resort to Pre-litigation mediation mechanism with Kerala State Mediation and Conciliation Centre (KSMCC), High Court of Kerala.
  - (c) It is only upon failure of the Pre-litigation mediation mechanism with KSMCC, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of sole Arbitrator shall be Chairperson, CSEZA, to which neither of the parties have objection nor they shall ever object.
- 2) Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- 3) The place/seat of arbitration shall be Ernakulam, Kerala and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Ernakulam, Kerala. The arbitral procedure shall be conducted in English Language and any awards shall be rendered in English. The Procedural Law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- 4) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of Courts in Kerala.

### **CLAUSE 34: CONTRACTOR TO INDEMNIFY CSEZA AGAINST PATENT RIGHTS**

- 1) The contractor shall fully indemnify and keep indemnified the CSEZA against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract.
- 2) In the event of any claims made under or action brought against CSEZA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom,

### **CLAUSE 35: ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

1. All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his

authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the CSEZA or any organization engaged by the CSEZA for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

2. If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the CSEZA for Quality

3. Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause of the contract (for non- completion of the work in time) for this default. In such case the Engineer-in- Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rate as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 35A: ACTION IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-Charge or his authorized representative in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid while the contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

### **CLAUSE 36: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

In the case of any class of work for which there is no such specifications as referred to in the Scope of Work, such work shall be carried out in accordance with the Additional Conditions of Contract or in accordance with the instructions and requirements of the Engineer-in-Charge under the directions of the Secretary-in- Charge.

### **CLAUSE 37: WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

- 1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, CSEZA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, CSEZA shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.
- 2) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, CSEZA shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with CSEZA or any contracting person through CSEZA pending finalization of adjudication of any such claim.
- 3) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by CSEZA will be kept withheld or retained as such by CSEZA till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.
- 4) For the purpose of this clause, where the contractor is a partnership firm or a limited company, CSEZA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
- 5) CSEZA shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill.
- 6) If as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for CSEZA to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible.
- 7) If it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by CSEZA to the contractor, without any interest thereon whatsoever.  
*Provided* that the CSEZA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon in writing between the CSEZA on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by CSEZA.

### **CLAUSE 38: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

- 1) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by CSEZA or any other contracting person or persons through CSEZA against any claim of CSEZA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with CSEZA or with such other person or persons.
- 2) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by CSEZA will be kept withheld or retained as such by CSEZA or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

### **CLAUSE 39: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

Contractors Superintendence, Supervision, Technical Staff & Employees

- 1) All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any activity under this contract is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions.
- 2) Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor.
- 3) The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements.
- 4) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work as per this tender. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.
- 5) The Engineer-in-Charge shall have powers to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Notwithstanding anything to the contrary, the Engineer-in Charge shall exercise his powers under Clause 41 above after due intimation and approval from the Secretary-in-Charge.

6)

#### **CLAUSE 40: LEVY / TAXES PAYABLE BY CONTRACTOR**

- 1) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and CSEZA shall not entertain any claim whatsoever in this respect.
- 2) If pursuant to or under any law, notification or order, any royalty, cess or the like becomes payable by the CSEZA to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the CSEZA and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

#### **CLAUSE 41: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES**

- 1) All tendered rates shall be exclusive of all taxes, cess and levies including Goods & Service Tax payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, for which the contractor has no input tax credit or such benefits, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the CSEZA attributable to delay in execution of work within the control of the contractor.
- 2) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the CSEZA and/or the Engineer- in-Charge and shall also furnish such other information/document as the Secretary-in-Charge may require from time to time.
- 3) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Secretary in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 42: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the CSEZA shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 43: IF RELATIVE WORKING IN CSEZA THEN THE CONTRACTOR NOT ALLOWED TO TENDER**

- 1) The contractor shall not be permitted to tender for works in the CSEZA if his near relative is posted in CSEZA and is responsible for award and execution of contracts in which he participates. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the CSEZA.
- 2) Any breach of this condition by the contractor would render him liable to be debarred from tendering in CSEZA.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 44: NO GAZETTED OFFICER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT**

No Officer of gazetted rank or other gazetted officer employed in administrative duties in department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 45: COMPENSATION DURING WAR LIKE SITUATION**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Secretary-in-Charge and a certificate from the Engineer-in Charge to that effect is obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in Charge, acting under the directions of the Secretary-in-Charge, to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work

**CLAUSE 46: APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the CSEZA may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 47: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**

Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Secretary-in-Charge. The Secretary -in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

**CLAUSE 48: DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period **twenty-four (24) months** from the date of taking over of the works by the CSEZA or clients whichever is later. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by CSEZA at the cost and expense of the contractor.

**CLAUSE 49: TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

- 1) Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion. The time allowed for execution of the Works as specified in the tender or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in tender or the date on which the Engineer-in-Charge issues written orders to commence the work. If the Contractor commits default in commencing the

execution of the work as aforesaid, the CSEZA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee absolutely.

- 2) The Critical milestones to be achieved during execution of the contract within overall scheduled completion period and the amount to be withheld in case of non-achievement of the same are as stated in the tender or as scheduled by the Engineer-in-Charge in writing.
- 3) If the work(s) be delayed by any of the following events/eventualities which directly or indirectly make it legally or physically impossible to carry-on of supplies or execution of works on the site, and which are unforeseeable or unusual as per norms/trends/practices in the trade:
  - i) *Force-Majeure* or
  - ii) Abnormally bad weather, or
  - iii) Serious loss or damage by fire, or
  - iv) Civil commotion, Rioting, WAR or local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or other similar issues of Law & Order,
  - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
  - vi) Non-availability of stores, which are responsibility of the CSEZA or, Lack of statutory approvals, that are beyond the scope of works of the contractor
  - vii) Non-availability or break down of tools and plant to be supplied or supplied by CSEZA or,
  - viii) Any other cause which, in the absolute discretion of the CSEZA, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge within 07 days but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- 4) Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay along with the reasons in the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which rescheduling of Milestones/ extension is desired. In any such case CSEZA may give a fair and reasonable extension of time for completion of work/rescheduling of Milestone(s). Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within a reasonable time from the receipt of such request. Non application by the contractor for extension of time/rescheduling of Milestone(s) shall not be a bar for giving a fair and reasonable extension/rescheduling of Milestone(s) by the Engineer-in-Charge and the extension of time/rescheduling of Milestone(s) so given by the Engineer-in-Charge shall be binding on the contractor.
- 5) Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the schedule/milestones. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.
- 6) During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be a part of Contractor's performance under the contract. The reviews may be undertaken at the discretion of Engineer-in-charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of CSEZA/consultant at the sole discretion of CSEZA. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor. The photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge.

## **CLAUSE 50: TESTS AND INSPECTION**

The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field-testing laboratory or outside laboratories, at the direction of the CSEZA. All testing charges, expenses etc. shall be borne by the contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or CSEZA at the cost of the Contractor.

## **CLAUSE 51: INSURANCE**

### **1) Requirements**

Before commencing execution of works, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- (a) Contractor's all risk and Third Party Cover.
- (b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Accidents to staff, Officers, Supervisors and others who are not governed by workmen's compensation Act.
- (d) Damage to material, machinery and works due to fire theft etc.
- (e) Any other risk to be covered by insurance as may be specified by the CSEZA in this tender.

The contractor has to produce the copies of the insurance policies as above to the Secretary in-Charge before the payment of first Running Account Bill. The insurance policies of the replaced/substituted personnel shall also be mandatorily produced before the subsequent Running Account Bill.

### **2) Currency of Policy**

The policies shall remain in force throughout the period of execution of the works. The contractor shall, whenever called upon, produce to the Engineer-in- Charge or his representative the various insurance policies obtained by him as also the rates of premia paid by him to ensure that the policies indeed continue to be in force. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the Clause 46(1) or any other insurance he might be required to effect under the contract, then in such cases, CSEZA may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's performance security.

## **CLAUSE 52: BILLING AND PAYMENT**

- 1) Contract value shall be paid in equal monthly installments.
- 2) Bills shall be submitted by the contractor in the first week of following month. All the applicable deductions will be made from each bill.
- 3) All the tax applicable in respect of this contract shall be payable by the Contractor and CSEZA will not entertain any claim whatsoever in respect of the same. All billing by the Contractor should be in the name of "Chairperson, CSEZA , CSEZ Administrative Building, Kakkanad, Cochin- 682037" bearing the GSTIN: 32AAAGC0659L1ZL".
- 4) It is clearly agreed and understood by the contractor that, notwithstanding anything to the contrary that may be stated in the agreement between CSEZA and the contractor; the

contractor shall become entitled to payment for the work subject to the condition that the Contractor complete the work strictly as per specifications in the scope of work and to the subjective satisfaction of CSEZA.

- 5) The interim/monthly and final bills of the Contractor shall be approved/passed by the Secretary in-Charge subject to the verification of certification from the Engineer-in-Charge of work recorded in the Registers mentioned in this tender proving the successful completion of each/final schedules of work by the contractor.
- 6) The amount admissible (part/full), in such bill, shall be paid within 30 days, subject to conditions in sub clause (5) above, from the date of presentation of the bills by the Contractor to the Engineer-in-Charge, provided the bills submitted are complete in all respects, as per the specifications of CSEZA.
- 7) All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way rights of CSEZA under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- 8) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the CSEZA to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- 9) No running account payments shall be made for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Engineer-in-Charge.

**For & on behalf of Tenderer**

## SECTION- V

### SPECIAL CONDITIONS

1. CSEZA shall facilitate entry pass to all staff and personnel of the agency and shall ensure timely payment as specified elsewhere in this NIT.
2. No extra payment shall be made by CSEZA if contractor choose to deploy more workforces on its own.
3. The contractor should ensure the necessary statutory registration as applicable in respect of labours viz. Migrant labours registration etc.
4. If CSEZA obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if CSEZA has substantive suspicion in this regard. Bidder will forthwith inform the same to CSEZA.
5. The Contractor must be aware about location of the proposed works, surrounding local condition where works are to be constructed. Accordingly, Contractor shall submit BID considering all these aspects and shall quote the rates and not raise any extra/additional claim on these aspects.
6. The contractor is required to deploy the resources at site and start the construction. No claim shall be entertained for idle labour, idle machinery, idle technical / nontechnical staff, idle T&P and if any hindrance due to any reason.
7. If any dispute/ hindrance may arise during construction, the contractor is not liable for any financial claim or damages due to such circumstances.
8. The bidder shall be responsible right through the entire duration of the Project for execution of all works till commissioning and handing over of project complete with all respects and shall remove all defects, if any, developed during Defects Liability Period (DLP).
9. No works, for which rates are not specifically mentioned in the priced schedule or quantities, shall be taken up without written permission of Engineer in Charge. Rates of items not mentioned in the priced Schedule of Quantities shall be fixed by Engineer in Charge as provided in the corresponding clauses of the tender document.
10. The work shall be executed as per the details in Schedule of Quantities and direction of Engineer-in Charge and shall be completed in all respect with full satisfaction of Engineer- in-Charge as per the Government guidelines, Indian standard codes & Manuals. The Bidder may assess the quantum of work before filling of tender.
11. Contractor will take necessary approvals/clearance from the concerned departments before the start of work.
12. The Contractor shall submit the sample and test reports of all materials including paints, steel, cement, coarse sand etc. to the Engineer In-Charge on demand for approval before starting the work.
13. Any repairs/modifications other than specified in the contract, to existing structures should only be carried out after obtaining written permission/approval from CSEZA
14. If as per municipal rules, the huts for labour are not be created at the site of work by the contractors, the contractor are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
15. Royalty at the prevalent rates shall be payable by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue authority or authorized agent of the state Government concerned or Central Government. No such claim of Contractor on royalty shall be entertained by the CSEZA.
16. Any material used without prior approval shall be replaced by the Contractor immediately at his own cost. No payment in this regard shall be entertained.
17. It must be ensured that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can

be used subject to the condition that it should conform to CPWD specification and relevant BIS codes. In such case written approval of the Engineer-In-Charge may be obtained before use of such material in the work.

18. In case of non-availability of material of the brands specified in the list of approved materials, an equivalent brand may be used after getting written approval of CSEZA giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.
19. Contractor should hand over the warranty of the specialized items to the CSEZA.
20. The contractor shall make his own arrangements for obtaining electric connection and water Connection/arrangement (if required) from CSEZA on payment basis.
21. **The Contractor shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost after prior approval from Engineer in Charge and provide clear and clean site at the time of handing over the works.**
22. Contractor is advised to visit the site to understand the Scope of Work clearly before quoting the rates for the works.

**For & on behalf of Tenderer**

**SECTION- VI**  
**ANNEXURES**

**ANNEXURE -I**

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF  
DEFECTS AFTER COMPLETION OF WORK**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and  
between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the  
GUARANTOR of the one part) and the CSEZA (hereinafter called the CSEZA of the other  
part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the  
Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART  
AND the CSEZA of the other part, whereby the contractor inter alia, under look to render  
the work in the said contract recited workmanship.

AND WHEREAS THE GUARANTOR agreed to give a guarantee against faulty  
workmanship, leakages etc.

The decision of the Engineer-in-Charge with regard to nature and cause of defects  
shall be final. During the period of guarantee the guarantor shall make good all defects to  
the satisfaction of the Engineer-in charge calling upon him to rectify the defects, failing  
which the work shall be got done by the CSEZA by some other contractor at the  
guarantor's cost and risk. The decision of the Engineer-in charge as to the cost payable  
by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereunder  
then the guarantor will indemnify CSEZA and its successor against all loss, damage cost  
expense or otherwise which may be incurred by CSEZA by reason of any default on the  
part of the GUARANTOR in performance and observance of this supplementary  
agreement. As to the amount of loss and / or damage and / or cost incurred by the CSEZA  
the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator  
and \_\_\_\_\_ by for and on behalf of the  
CSEZA on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE CSEZA BY \_\_\_\_\_  
in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE -II**  
**FORM OF PERFORMANCE GUARANTEE**

To  
CSEZA,  
CSEZ Admin. Building  
Kakkanad -682037

In consideration of Cochin Special Economic Zone Authority, Kakkanad-682037 (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Letter of Acceptance No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5 % of the said value of the Contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We, the Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the Employer on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- a) our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- b) This bank guarantee shall be valid up to \_\_\_\_\_ (**indicate a date two months after the probable date of completion**)
- c) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (**indicate a date three months after validity of guarantee**).
- d) Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

**For & on behalf of Tenderer**

**ANNEXURE – III**

**FORMAT FOR AFFIDAVIT**

I / We have submitted a bank guarantee for the work (Name of work) Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ from \_\_\_\_\_ (Name of the Bank with full address) to the CSEZA, Kakkanad, Ernakulam with a view to fulfil the condition of performance guarantee in the tender. This Bank guarantee expires on \_\_\_\_\_ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative up to a period of \_\_\_\_\_ months after the recorded date of completion of the work or as directed by the CSEZA.

I / We also indemnify the CSEZA against any losses arising out of non-encasement of the bank guarantee if any.

**(Deponent)**  
**Signature of Contractor**

**Note:**

**The affidavit is to be signed by the Executes before a notary public.**

**ANNEXURE –IV**

**AGREEMENT PROFORMA**  
**(To be furnished on non-judicial Rs.200/- stamp paper)**

To be executed on non-judicial stamp worth Rs.200/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

**AGREEMENT**

THIS AGREEMENT IS MADE on this ..... day of ..... 2024

**BETWEEN**

CSEZA, Kakkanad represented by its secretary, ..... S/o....., aged ..... years residing at ..... (hereinafter referred to as the 'CSEZA' or 'Client' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part

**AND**

M/s....., a company incorporated under the Indian Companies Act, 1956, having its registered office at ..... represented by ..... (Designation), aged ..... years, S/o..... residing at ..... (Hereinafter referred to as 'Agency' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for "Name" vide Tender ID and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of ".....". vide Work order No..... Dated..... and the Contractor submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Contractor for the scope of services/work specified in the NIT at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. It shall be valid for a period of ..... from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of NIT.
3. The Contractor agreed to abide by and fulfil all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to CSEZA the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1. Notice Inviting Tender (NIT) along with Addendum/Corrigendum/Clarifications
2. Contract Data

3. Bidder's Bid
4. Letter of Award/Work Order
5. Performance Security
6. Description of Schedule of Quantities/Components.
7. Particular Specification and Special Condition, if any.
8. Drawings if any.
9. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Cochin.

**Signature of the authorized officer of CSEZA**  
(with seal)  
address)

**Signature of the Bidder**  
(with the seal of company and  
address)

In the presence of:

Witness

1. Name and Address

2. Name and Address

**ANNEXURE – V**  
**FORMAT FOR INTEGRITY PACT**

This Integrity Agreement is made at ..... on this .....day of ..... 20.....

**BETWEEN**

CSEZA, Kakkunad, Ernakulam (Hereinafter referred as the "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company) through  
..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c. The Principal/Owner shall endeavour to exclude from the process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the CSEZA all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the CSEZA interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 6) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days" notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 7) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 8) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely

### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CSEZA.

#### **Article 7: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

#### **WITNESSES:**

1. ....

(signature, name and address)

2. ....

(signature, name and address)

**Place**

**Date:**

**SECTION- VII  
ELIGIBILITY CRITERIA AND IT's FORMS:**

**FORM A**

**BIDDER'S REQUEST FOR CLARIFICATION**

Name and address of Organization submitting request		Name & position of person submitting request	Contact details of the Organization
Sl. No.	Bidding Document Reference (Number/page)	Content of NIT requiring clarification	Points of Clarification required
1			
2			
3			
4			
5			

**Seal and Signature of Contractor**

**FORM B**  
**LETTER OF TRANSMITTAL OF TECHNICAL BID**

To  
CSEZA  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037

**Subject: Submission of bids for the work of “Error! Reference source not found. ”**

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed **forms A to N** and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

**Certificate:**

**It is certified that the information given in the enclosed technical bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.**

Enclosures:

**Seal of bidder**

Date of submission:

**Signature(s) of Bidder(s)**

**FORM C**

**AFFIDAVIT OF UNDERSTANDING NIT**  
**(To be submitted in letterhead)**

Date

To  
The Chairperson  
Cochin Special Economic Zone  
Kakkanad  
Ernakulam-682037

**Subject:** Understanding NIT for “**Error! Reference source not found..**”  
Sir/Madam,  
I have read and understood the terms and conditions mentioned in NIT:  
\_\_\_\_\_  
no \_\_\_\_ to \_\_\_\_ and shall comply unconditionally to the terms and conditions mentioned  
therein along with corrigendum(s)/clarifications issued in this regard.

Thanking you

Yours faithfully

Authorised Signatory

**FORM D**

**FORMAT FOR UNDERSTANDING THE PROJECT SITE**  
[On the letterhead of the Organization]

To  
CSEZA  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala-682037

**Name of work:** “Error! Reference source not found.”

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the facility and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

Date:

Place:

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)  
**Name and seal of Bidder**

## FORM E

## ORGANISATION DETAILS

Sl.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
9.	Bank Details Name of the Bank: Address of the Branch: Account Number: RTGS IFSC Code:	

Signature of Bidder(s)

**FORM F**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF  
PROPOSAL FOR AUTHORIZED SIGNATORY**

Know all men by these presents, we ..... (Name of the Tenderer 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 attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to , representing us in all matters before , and generally dealing with in all matters in connection with our proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**FORM G**

**FINANCIAL INFORMATION**

**Financial Analysis:** Details to be furnished should be duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

<b>Years</b>	<b>Gross Annual Turnover</b>	<b>Profit/Loss (After Tax)</b>
<b>2024-2025</b>		
<b>2023-2024</b>		
<b>2022-2023</b>		

**UDIN:**

**Signature of Chartered Accountant**

**(with Number & Seal)**

**Signature of Bidder(s).**

**(with Seal)**

## FORM H

## DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING LAST SEVEN YEARS

Sl. No	Name of Project & Location	Owner or sponsoring organization	Cost of work in rupees	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made
1							
2							
3							
4							
5							
6							
7							

(Signature of the Bidder)

Note: This should be accompanied by Completion certificate and work order.

**FORM I**

**FORMAT FOR UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT**  
**[On the letterhead of the Organization]**

**Name of work:** "Error! Reference source not found."

To  
CSEZA  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037

This is to certify that we have taken the cognizance of Blacklisting Policy of CSEZA  
Further, we hereby confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted/ De-registered/ debarred by  
any Government Department/ Public Sector Undertaking/ Private Sector/ or any other  
agency for which we have Executed/Undertaken the works/Services during the last 5  
years.

**Date:**

**Place:**

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

**Name and seal of Bidder**

**FORM J**

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**[On the letterhead of the Organization]**

To,  
CSEZA  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037

**Subject: No Deviation Certificate for “Error! Reference source not found.”**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

**Name and seal of Bidder**

**FORM K**

**UNDERTAKING BY CONTRACTOR TO HAVE COMPLIED WITH PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT & RULES, EPF AND ESI OBLIGATIONS.**

*(To be submitted along with each RA/Final Bill)*

I \_\_\_\_\_ S/o Sh.

Authorised representative of M/s \_\_\_\_\_, do hereby declare and undertake as under:

1. That in the capacity of independent Contractor for Cochin Special Economic Zone Authority at \_\_\_\_\_ I \_\_\_\_\_ and the sub-contractor engaged by me for the above said work, if any, have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the wages for the month of \_\_\_\_\_. These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.
2. That I and the sub-contractor engaged by me for the above said work, if any, have covered all the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and deposited the Contributions for the months up to and as such no amount towards EPF/ESI contributions, whatsoever is payable, is pending.
3. I, further declare and undertake that in case any liability pertaining to my employees or towards employees of the sub-contractor engaged by me for the above said work, if any, arises in future, I shall be fully responsible for all consequences. In case any liability is discharged by CSEZA due to my/ my sub- contractor's lapse, I undertake to reimburse the same or CSEZA is authorised to deduct the same from my dues at this Project or at any other Project.

**Authorised Signatory**

(Name & Seal of Company)

Date:

Witness:

1.

2.

## FORM L

**INDEMNITY BOND**

This Indemnity Bond is made on this \_\_\_\_\_ day of , 20\_\_\_\_ By and Between \_\_\_\_\_(hereinafter called the Contractor/Indemnifier) which expression shall unless be repugnant to the context include its successors and assigns of the first part in favour of Cochin Special Economic Zone Authority., having its Registered Office at CSEZ Administrative Building, Kakkanad, Cochin – 682 037, (hereinafter called "CSEZA") which expression shall unless be repugnant to the context include its successors and assigns of the second part.

**WHEREAS** vide LOA bearing No\_\_\_\_\_ dated \_\_\_\_\_ the Contractor was awarded the work of \_\_\_\_\_(hereinafter referred to as "said work").

**AND WHERE AS** an agreement dated\_\_\_\_\_ was thereafter entered into between the parties regarding the said work (hereinafter called the said agreement) **AND WHEREAS**, the Contractor, vide (details of the communication received) has specifically requested CSEZA to directly make payment amounting to Rs.(the amount to be paid) to (name of the subcontractor/vendor) on behalf of the Contractor, not to be construed as a precedent in any manner. **AND WHEREAS**, the Contractor has in continuation to the aforementioned request forwarded the Bank details of (name of the subcontractor/vendor) where CSEZA is required to make the payment. **AND WHEREAS**, in order to indemnify CSEZA against any loss/claim/dispute arising out of release of the payment of aforementioned amount directly to (name of the subcontractor/ vendor) by CSEZA, the Contractor has agreed to execute an indemnity bond in favour of CSEZA.

**NOW, THEREFORE, THIS INDEMNITY BOND PROVIDES AS FOLLOWS:**

- 1) That the Contractor undertakes/certifies that the amount of Rs \_\_\_\_\_ to be released directly to (name of the subcontractor/vendor) by CSEZA has been verified and is found to be payable.
- 2) That the Contractor agrees to the said amount of Rs. \_\_\_\_ being deducted/ adjusted from any/all payment due or that may become due to the Contractor from CSEZA.
- 3) That the Contractor undertakes that payment to (name of the subcontractor/ vendor) directly by CSEZA on its request shall not relieve Contractor from any of its liabilities or contractual obligations towards CSEZA and such release of payment by CSEZA shall not give rise to any contractual relations between CSEZA and (name of the subcontractor/ vendor).
- 4) That the Contractor agrees to fully indemnify CSEZA against any loss/claim/dispute arising out of release of the direct payment to (name of the subcontractor/vendor) on behalf of the contractor.
- 5) That any dispute arising out of this indenture of Indemnity shall be subject to the exclusive jurisdiction of the courts at Kerala only.

**IN WITNESS WHEREOF** the Contractor/Indemnifier herein has hereunto set his respective hand and seal on the day, month and year above first written.

Signed Sealed at Kakkanad and delivered by

**Contractor/Indemnifier**

**Witness:**

1.

2.

**FORM M**

**ACCEPTANCE OF DEDUCTIONS/RECOVERY**

**Name of the Project: -**

**Name of the Contractor: -**

**Name of The Client: -**

**LOA Reference: -**

**Awarded Value:**

**As on Date Billing: -**

**Status of work: -**

<b>S. No.</b>	<b>Description of Recovery / Debit</b>	<b>Date</b>	<b>Amount (Rs.)</b>	<b>Remarks</b>

**Undertaking:** I hereby agree to the above listed items of deductions/recovery that has (have) been made by CSEZA from the amounts payable to me.

**Seal and Signature of Contractor**

**FORM N**

**UNDERTAKING for LUT**  
**(To be submitted in letterhead)**

Date

To  
The Chairperson  
Cochin Special Economic Zone  
Kakkanad  
Ernakulam-682037

**Subject:** Tender for “**Error! Reference source not found..**”  
Sir/Madam,

We hereby undertake that, we shall supply goods and services at zero rate through LUT or as per the applicable law of taxes/GST, prevailing at that time, if we are awarded the contract. We also undertake that we will get registered with GST (LUT) before submission of bills.

Thanking you

**Yours faithfully**

**Authorised Signatory**

## SECTION VIII

### SCOPE OF WORK

The scope of work includes all activities necessary for carrying out internal and external painting works of the CSEZ Administrative Office Building, including surface preparation, priming, application of premium acrylic emulsion and synthetic enamel paints, polishing of wooden works, and allied finishing activities, ensuring protection against weathering, durability, and improvement of the overall appearance and upkeep of the building. The detailed scope of work is as follows:-

1. Erection of scaffolding and provision of all safety measures for execution of works at height.
2. Cleaning of all internal and external wall surfaces, including removal of dust, dirt, loose paint, and other foreign matter.
3. Scraping and surface preparation, including minor repairs to cracks, v cut groove for deep cracks, undulations, and damaged plastered areas.
4. Application of approved primer to prepared wall surfaces as per specifications.
5. Application of premium acrylic emulsion paint on internal and external walls in the required number of coats.
6. Application of synthetic enamel paint on designated steel such as windows, grills, and shutters etc.
7. Polishing of wooden works using approved wax polish to achieve uniform finish. Leaning of the site and removal of debris, scaffolding, and surplus materials after completion of work.
8. Removal of existing stickers on the letterboards in both languages and on signage, cleaning of the rusted areas, and fixing new stickers as directed by the Engineer-in-Charge.

### TECHNICAL SPECIFICATIONS

#### 1)Acrylic Emulsion Painting (Walls)

Finishing of walls shall be carried out using 100% premium acrylic emulsion paint having VOC content less than 50 g/litre, with UV resistance and conforming to IS 15489:2004. The paint shall possess alkali resistance, fungal resistance, and dirt-resistant properties, suitable for exterior exposure. Paint shall be company depot-tinted in the approved shade and shall contain silicone additives. Application shall be done in two or more coats at a coverage rate of approximately 1.43 litres per 10 sqm, over a properly prepared surface, including crack filling and application of exterior primer at approximately 0.90 litre per 10 sqm. The rate shall include the cost of scaffolding and all surface preparation works.

#### 2)Synthetic Enamel Painting

Painting shall be carried out with synthetic enamel paint of approved brand and manufacture, in the approved colour and shade, applied on prepared surfaces to achieve a smooth, uniform, and even finish. Surface preparation, primer application, and required number of coats shall be carried out as per standard specifications.

#### 3)Polishing of Wooden Work

Polishing of wooden surfaces shall be done using ready-mixed wax polish of approved brand and manufacture. The surface shall be properly cleaned and prepared before application to achieve a smooth and uniform finish, complete in all respects.

#### 4)Sticker Work on CNC-Cut Letters

Providing and fixing sticker work over CNC-cut letters shall include surface preparation, proper alignment, and fixing using approved adhesive. The work shall be carried out complete in all respects, including provision of scaffolding or working platforms wherever required, strictly as per approved drawings, specifications, and directions of the Engineer-in-Charge.

## LIST OF APPROVED MAKES

SI. No.	NAME OF ITEM	APPROVED MAKE
1	Ordinary Portland Cement Grade 43/53, Portland Pozzolona Cement	JK,ACC, ULTRATECH,JAYPEE, SHREE,AMBUJA
2	White Cement	JK, BIRLA, ACC, JAYPEE, AMBUJA
3	Reinforcement Steel	TATA , SAIL, RINL, JINDAL, JSW STEEL
4	Ply / Board / Mdf	DURO, MERINO, GREEN PLY, AGNI , KITPLY,CENTURY
5	Lock/Brass Fitting	DORSET, DORMA, OZONE, GODREJ, HAFELE
6	Wall Putty	JK, BIRLA, ACRO, BERGER
7	Structural	TATA , SAIL, RINL, JINDAL, APOLLO
8	Paint/Polish/ Primer/ Water Proofing Paint	BERGER, ASIAN, DULUX, NEROLAC
9	Powder Coating	AKZONOBEL, ASIAN
10	Epoxy Paint/ Water Proofing Works	FIBREX/BASF/ SIKA/FOSROC
11	Floor & Wall Tile(Vitrified & Ceramic)	KAJARIA, ORIENTBELL ,SOMANY, NITCO
12	Glass / Mirror	ASAHI, SAINT GOBAIN, PILKINGTON, MODIGUARD
13	Construction/Water proofing Chemical, Admixtures	ROFFE, FOSROC, SIKA, ULTRACON, PIDILITE
14	Anti Termite	VAM ORGANICS, PYRAMID, TERMISOL
15	Grid False Ceiling & Wall Partition	ARMSTRONG, DEXUNE, NEW AGE, HUNTERDOUGLAS, SAINT GOBAIN
16	Gypsum Wall	BORAL, INDIA GYPSUM, GYPROC, SAINTGOBAIN
17	Flush Door	DURO, CENTURY, MERINO, ARCHIDPLY, AGNI
18	Door Fittings & Fixtures	DORMA, OZONE, DORSET, EBCO, HAFELE
19	Glass/Ss Handrail	DORMA, OZONE, DORSET
20	Aluminium Sections	JINDAL, BHAROUKA, HINDALCO
21	XPS Insulation	OWENS CORNING
22	Glass Processing	GOLDPLUS, GSC
23	Modular Furniture	GODREJ, BP ERGO, FEATHERLITE, WIPRO
24	Veneer/Laminate	MERINO, CENTURY, AGNI, DURO, GREEN, ARCHIDPLY
25	Signages	3M, XENON OR EQUIVALENT
26	UPVC Doors And Window	FENESTA, LINGAL, DECEUNINCK, ENCRAFT,DUROPLAST
27	Paver Block/Kerb Stone Of	NITCO, UNITILE, NIMCO OR EQUIVALENT
28	Fire Retardant Paint	NULLIFIER/SIGNUM/GODREJ/NIPPON/ CARBOLINE

29	Fire door	SUKRI, NAVAIR, DORMA
30	Fire Rated Glass	SCHOTT (GERMANY) AND EQUIVALENT
31	Pipes Related Works	REFRE MAKE LIST FOR PHE WORKS
32	Stainless Steel (Grade 304) Railing	JINDAL, TATA, MONNET
33	ACP	VIVA, ALSTRONG, ALUDECOR, ALUCOBOND, VIRGO
34	Reinforcement Coupler	SNTP, DEXTRA, MOMENT, LENTON
35	Expansion Joint	KOHINOOR ENTERPRISES, MIGUA, CS
36	Water Proofing Agency	SIKA, FOSROC, BASF

**NOTE:** Above list of makes is the General List of makes for various items used in the works. However, contractor will select the makes from above list in accordance with the scope of works mentioned for this work and other makes may be ignored. Some makes of material also mentioned in Bill of quantity and tender drawings/images. In case of any discrepancy between makes of material mentioned in Bill of quantity & tender drawings/images AND above -List of Makell then make of material mentioned in Bill of quantity & tender drawings/images will prevail.

**VOLUME- II**  
**FINANCIAL BID**

**A: LETTER OF TRANSMITTAL FOR FINANCIAL BID**

To

CSEZA  
CSEZ Admin. Building,  
Kakkanad,  
Cochin, Kerala--682037

**Subject: Financial Bid for the work of** “Error! Reference source not found.” **–reg.**

Sir/Madam,

With reference to your NIT document dated .....  
I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I / We acknowledge that the CSEZA will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I / We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I / We shall keep this offer as specified in the NIT.
6. I / We hereby submit our BID and offer a BID Price of Rs. .....excluding Goods and Services Tax (Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

**Date:**

**Place:**

**Yours faithfully**

**(Signature, name and designation of the Authorized signatory)  
Name and seal of Bidder**

**B: SUMMARY OF COST****Name of Work:** Error! Reference source not found.

Particulars	Total Quoted Amount (INR)	
	In Figures	In Words
Total cost for the work of <b>Error!</b> <b>Reference source not found.</b> as per BoQ		

Note :-

- 1) Total amount quoted should be exclusive of GST.
- 2) The rate quoted in Bill of Quantities, included all costs associated with the project including any out of pocket / mobilization expenses, indirect Taxes if any applicable as per Govt. terms, to be paid by the Contractor.
- 3) The tenderer shall quote rates up to zero decimal. In case of any discrepancy in the total amount, the rate quoted shall prevail.
- 4) The payment will be done based upon the actual quantity of work done at site certified by site in charge, within the quantity mentioned in BOQ.
- 5) The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, insurances etc. without any additional burden to CSEZA.
- 6) If an Item is repeated multiple times in the BoQ, rate quoted, shall be same for the repeated Item. Multiple rates for the same material will not be accepted. In case the tenderer quotes multiple rates, the least quoted rate shall be treated as the final rate.

\*\*\*\*\*

**Signature of the authorized representative :**  
**Name of the agency** :  
**Name and designation** :  
**Contact details (a) Communication address** :  
**Date** :  
**Place** :

**C: BILL OF QUANTITY**

Sl. No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Finishing walls with 100% Premium acrylic emulsion paint having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004 Alkali & fungal resistance, dirt resistance exterior paint of required shade (Company Depot Tinted) with silicon additives. (Two or more coats applied @ 1.43 litre/ 10 sqm. including cost of scaffolding, crack filler, priming coat of exterior primer applied @ 0.90 litre/10 sqm.	SQM	4286.5282		
2	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:	SQM	55.37		
3	Polishing on wood work with ready mixed wax polish of approved brand and manufacture: New work	SQM	48.642		
4	Providing and fixing sticker work over CNC-cut letters, including surface preparation, alignment, pasting with approved adhesive, complete in all respects, and including the cost of scaffolding/working platform required for execution at any height, as per drawings, specifications and directions of the Engineer-in-Charge.	LS	1		

Rupees in Words:-