

**Basic Details**

<b>Organisation Chain</b>	Cochin Special Economic Zone Authority		
<b>Tender Reference Number</b>	CSEZ-CSZA0G(16)/2/2024-SEZ Cochin		
<b>Tender ID</b>	2024_CSEZA_764726_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	EOI	<b>Form of contract</b>	Works
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	ENVELOPE- A
2	Finance	.xls	ENVELOPE- B

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	36,000	<b>EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	CSEZ Authority Fund	<b>EMD Payable At</b>	ERNAKULAM

**Work /Item(s)**

<b>Title</b>	NOTICE INVITING TENDER for Operation and Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad				
<b>Work Description</b>	NOTICE INVITING TENDER for Operation and Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad				
<b>Pre Qualification Details</b>	As per Tender Document				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Tender Value in ₹</b>	1	<b>Product Category</b>	Facility Management Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	365
<b>Location</b>	COCHIN SPECIAL ECONOMIC ZONE , CSEZ PO KAKKANAD, E	<b>Pincode</b>	682037	<b>Pre Bid Meeting Place</b>	CSEZ Admin office
<b>Pre Bid Meeting Address</b>	COCHIN SPECIAL ECONOMIC ZONE , CSEZ PO KAKKANAD, E	<b>Pre Bid Meeting Date</b>	26-Jul-2024 11:30 AM	<b>Bid Opening Place</b>	CSEZ Admin office
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	19-Jul-2024 06:30 PM	<b>Bid Opening Date</b>	02-Aug-2024 03:30 PM
<b>Document Download / Sale Start Date</b>	19-Jul-2024 06:30 PM	<b>Document Download / Sale End Date</b>	02-Aug-2024 03:00 PM
<b>Clarification Start Date</b>	22-Jul-2024 11:00 AM	<b>Clarification End Date</b>	25-Jul-2024 01:00 PM
<b>Bid Submission Start Date</b>	26-Jul-2024 03:00 PM	<b>Bid Submission End Date</b>	02-Aug-2024 03:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	NOTICE INVITING TENDER for Operation and Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad	711.12

  

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	NIT - IWMS - Solid Waste Management - Final.pdf	NOTICE INVITING TENDER for Operation and Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad	711.12

**Tender Inviting Authority**

<b>Name</b>	CHAIRPERSON COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
<b>Address</b>	COCHIN SPECIAL ECONOMIC ZONE AUTHORITY, CSEZ PO KAKKANAD, E



**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.  
E-mail: office@csez.gov.in

**NIT No.: CSEZ-CSZA0G(16)/2/2024-SEZ Cochin dated 19-07-2024**

**NOTICE INVITING TENDER**

*for*

**Operation & Maintenance of Solid Waste Management  
Facility at CSEZ, Kakkanad**

**(Please check that all the 80 pages are intact in this document)**

**TABLE OF CONTENT**

<b>VOLUME I</b>		
<b>TECHNICAL BID</b>		
	<b>PARTICULARS</b>	<b>Page No.</b>
<b>SECTION I</b>	NOTICE INVITING TENDER	
<b>SECTION II</b>	INSTRUCTIONS TO BIDDER (ITB)	
<b>SECTION III</b>	SELECTION AND QUALIFYING CRITERIA	
<b>SECTION IV</b>	GENERAL CONDITIONS OF CONTRACT	
<b>SECTION V</b>	SPECIAL CONDITIONS OF CONTRACT	
<b>SECTION VI</b>	<b>ANNEXURES</b>	
I	FORMAT FOR GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK	
II	FORMAT FOR PERFORMANCE GUARANTEE	
III	FORMAT FOR AFFIDAVIT	
IV	FORMAT FOR AGREEMENT PROFORMA	
V	FORMAT FOR INTEGRITY PACT	
VI	FORMAT FOR RESUME OF PROPOSED PERSONNEL	
<b>SECTION VII</b>	<b>FORMS - ELIGIBILITY CRITERIA AND FORMS</b>	
A	LETTER OF TRANSMITTAL	
B	FINANCIAL INFORMATION	
C	NET WORTH CERTIFICATE	
D	DETAILS OF ELIGIBLE-SIMILAR NATURE OF WORKS COMPLETED DURING LAST SEVEN YEARS	
E	STRUCTURE & ORGANISATION	
F	FORMAT FOR UNDERTAKING REGARDING BLACKLISTING/ NON-DEBARMENT	
G	FORMAT FOR UNDERSTANDING THE PROJECT SITE	
H	FORMAT FOR NO DEVIATION CERTIFICATE	
<b>SECTION VIII</b>	<b>SCOPE OF WORK AND SCHEDULE OF WORK</b>	
<b>VOLUME-II</b>		
<b>FINANCIAL BID</b>		
A	LETTER OF TRANSMITTAL FOR FINANCIAL BID	
B	SUMMARY OF COST	
C	BILL OF QUANTITIES (BOQ)	

**VOLUME- I**  
**TECHNICAL BID**

**SECTION I****NOTICE INVITING TENDER****NIT No.: CSEZ-CSZA0G(16)/2/2024-SEZ Cochin dated 19-07-2024**

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

1.	Name of Work:	:	Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad
2.	Location	:	Cochin Special Economic Zone, Kakkanad, Cochin, Kerala
3.	Website for Procurement/ downloading and uploading 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	:	Rs18,00,000/- (Rupees Eighteen lakh Only) excluding GST
5.	Earnest Money Deposit (EMD)	:	Rs.36,000/- (Refundable)
<b>Note:</b> - 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 alongwith the bid.			
6.	Period of Work	:	<b>12 months</b> from the date of commencement of work.
7.	Validity of Bid/Tender	:	90 Days
8.	Pre-bid Meeting	:	Date: 26-07-2024; Time: 11.30AM
9.	Last date & time for submission of Technical & Financial Bid along with EMD.	:	02-08-2024; 15.00hours
10.	Opening of Technical Bid	:	02-08-2024; 15.30hours
11.	Opening of Financial Bid	:	Will be intimated to Eligible Bidders
12.	CSEZA Contact information	:	The Secretary, CSEZA , CSEZ Administrative Building, Kakkanad, Cochin - 682 037 Telephone: 0484-2413111 E-mail: secretarycseza@gmail.com
<b>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</b>			
<b>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.</b>			

**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**

- 1.1. The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the work in all respects.
- 1.2. The Website for downloading tender document is <https://eprocure.gov.in/epublish/app> and [www.csezauthority.in](http://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.
- 1.3. Submission of a tender by a bidder implies that the bidder 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.
- 1.4. 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) 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.
  - (2) 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;
  - (3) 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, analyzed, processed or in whatever manner provided by the bidder to CSEZA in relation to the assignment shall be the property of CSEZA.

## **2. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please 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 have to 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.

## **3. PRE-BID MEETING**

- 1) Pre-Bid Meeting will be convened at the designated date as mentioned above at a time and place specified by CSEZA
- 2) A maximum of two representatives of each agency shall be allowed to participate on production of duly issued authority letter and identity documents.
- 3) During Pre-Bid Conference(s), the Bidders may seek clarifications and make suggestions for consideration of CSEZA.

- 4) The CSEZA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5) All enquiries from the Bidders relating to this NIT document must be submitted to CSEZA before the deadline mentioned in this document in Form 7-Request for clarification.
- 6) These queries should also be emailed at [authority@csez.gov.in](mailto:authority@csez.gov.in) & secretarycseza@gmail.com.

#### 4. SUBMISSION OF BIDS

- 1) The bidders should submit their Proposal with a Cover Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
- 2) 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.
- 3) 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 Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad”**.
- 4) 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 Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad”**.
- 5) 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
- 6) 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 Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad”**.
- 7) This cover shall also legibly bear Tender notice No., bidder’s address or ‘FROM’ address. This envelope shall be sent to The Secretary, Cochin Special Economic Zone Authority, CSEZ Administration Building, Kakkanad, Kochi – 682 037
- 8) The Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated above. Any Proposal received after the closing time for submission of proposals shall be returned unopened. CSEZA does not take any responsibility for the delay and any explanation for the same

- 9) The sealed cover should also clearly indicate the name, address, and telephone number of agencies to enable the proposal to be returned unopened in case it is declared "Late"
- 10) ENVELOPE-B i.e., Financial Proposal will be opened only for bidders who have been found qualified in meeting the minimum eligibility
- 11) 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
- 12) 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
- 13) However, CSEZA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposal submitted by the respondents
- 14) 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.

## **5. 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.

### **5.1 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.

### **5.2 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.

**5.3 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 bidder 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 bidder revokes, cancels, or varies his tender in any manner without the consent of CSEZA, within this period, his earnest money will be forfeited.

**5.4 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**

- 1) Intending Bidder(s) have to 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 their 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 their bid.
- 2) 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.
- 3) Bidder’s representative should 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.
- 4) 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.
- 5) Submission of a bid by a bidder(s) implies that he has read this tender document along with 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:**

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

**Format of Check List**

<b>Sl. 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 “CSEZ Authority Fund” payable at Ernakulam (valid for 90 days from the due date of the tender) for amount highlighted in the tenders section as Earnest money Deposit (EMD)			
b)	Letter of Transmittal of bid in the letter head of the bidder for submission of Technical Bid			

	along with the Power of attorney for signing of Proposal <b>(Form-A)</b>			
c)	Yearly Turnover and Audited Balance Sheet for last five years, ending on the financial year 2022-23 <b>(Form-B)</b> .			
d)	Average annual financial turnover should be at least 30% of the estimated cost during the last five consecutive financial years ending 2022-23. This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate. Net worth of the Company/firm as on 31 <sup>st</sup> March of previous Financial Year, should be positive The turnover, profit and loss statement, net worth certificates etc. must be verified and certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique Document Identification Number).			
e)	The bidder should submit certificate of net worth from Chartered Accountant <b>(Form C)</b> .			
f)	The contractor should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender.. Copies of completion certificates issued by the respective clients should be enclosed <b>(Form D)</b>			
	<u>Note:</u> 1) 'works of similar nature' means: <i>One similar* completed work costing not less than 80% of the estimated cost of work</i> <i>Or</i> <i>Two similar* completed works of order value each not less than 50% of the estimated cost of work.</i> <i>Or</i> <i>Three similar* completed works of order value each not less than 40% of the estimated cost of work</i>			
*“Similar work” refers to work involving of Operation and maintenance of Solid Waste Management/Biogas plant in Industrial zone/IT Parks/Government Estates etc. for a period <b>not less than 12 months</b> . Details of similar type of work executed should have the following:				



<b>Note:</b>				
1. Completion certificates and work orders should be enclosed which clearly indicates the name and nature of work, value of work and time period.				
2. TDS (26 AS) downloaded from the web matching with the experience certificate should be attached in case of private works.				
3. All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority.				
4. Experience certificate issued by the same management/ sister concern/ joint venture etc are not acceptable.				
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm/company. <b>(Form-E)</b>			
h)	The Blacklisting policy of the company is available on the official website of CSEZA. The bidders have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration <b>(Form-F)</b>			
i)	Letter of understanding the project site on bidder letter Head <b>(Form-G)</b> .			
j)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head <b>(Form-H)</b> .			
k)	Letter of Transmittal for Financial Bid and the summary of cost <b>(Form-I)</b>			
l)	Affidavit (Undertaking) towards Payment of Minimum Wages to the workers engaged as per applicable order CLC Daily wages and to enhance the rates, as and when it is revised.			
m)	<b>Goods and Service Tax (GST):</b> Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills. The bidders shall be liable to pay all applicable taxes including GST and no payment on this account shall be claimed from CSEZA.			

n)	Letter of Undertaking (LUT): Bidders are advised to execute LUT and should supply goods and services at zero rate through LUT or as per the applicable law of taxes/GST, then prevailing. The SEZ Developers/units, its agencies appointed by them have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated. Accordingly bidder shall submit LUT if already registered. If not registered till date of submission of bid, bidder shall give undertaking on bidder letter head stating that they will get registered before submission of bills. For the purpose of availing this exemption, billing address should be taken as "CSEZA".			
o)	The bidder should be an Indian Registered Company under Companies Act 1956/ 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			
q)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			

## 2) Previous Experience

The Bidder has to submit the following details of the work in hand				
Name of Work	Name and particulars where work is being executed	Value of work	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)


- 3) 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.**
- 4) 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.

**2. 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.

**3. 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.

**4. 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**

#### **1. 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.
- 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 the amount in words shall be taken as correct.
- 13) **Forfeiture/Return of EMD**  
The EMD submitted by the bidder will be forfeited if:
  - (1) The bidder withdraws his tender before processing of the same.
  - (2) The bidder withdraws his tender after processing but before acceptance of "Letter of Acceptance" issued by CSEZA.
  - (3) The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
  - (4) The bidder violates any of the provisions of the terms and conditions of this tender.The EMD will be refunded to:
  - (1) The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in this NIT document valid till the end of assignment period with additional claim period of 90 days.
  - (2) The unsuccessful bidders, only after acceptance of the "Letter of Acceptance" by the selected bidder.
- 14) **Performance Guarantee**  
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 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.
- 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 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.

## 2. 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.
- 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 as decided by the Engineer-in Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% of all overheads and profits.
- 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.

### 3. 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.

#### **4. 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, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities/ Building Components shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

#### **5. 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.

#### **6. 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. Description of Schedule of Quantities/Components.
    - ii. Particular Specification and Special Condition, if any.
    - iii. Drawings if any.
    - iv. CPWD Specifications if any.
    - v. 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.

## **7. 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, NBPDC 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.

## **8. 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 withstanding 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 withstanding 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 lac subject

to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. *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 his 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 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 (which shall be final and binding) 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.
  - 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.
  - iv. 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.
- v. If the contractor shall offer or give or agree to give to any person in CSEZA service or to any other person on his behalf any 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.
  - vi. If the contractor shall enter into a contract with CSEZA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
  - vii. If the contractor had secured the contract with CSEZA as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement/Pact.
  - viii. 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.
  - 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 Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Further, the Contractor 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 CSEZA based on the satisfactory performance of the contractor.

#### **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 putting in force all or any of the powers vested in him under the preceding clause after giving a notice in writing to the contractor, the contractor shall handover the vacant peaceful possession of the site after removing all his plants, tools, machinery and equipments or in case if he fails to do so, the Engineer-in-Charge shall take possession of and remove the tools, plant, materials, or stores from the premises (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) The contractor shall maintain the following records/registers at the site and shall get it signed by the Engineer-in-Charge:
  - a. General Maintenance Logbook.
  - b. DG Logbook
  - c. Preventative Maintenance/Breakdown Logbook.
  - d. Account of receipt & issue of spare parts and consumable items for maintenance & repairs.
  - e. Monthly duty roster.
  - f. Actual duty roster for the preceding month with approval of Engineer-in-Charge.
  - g. Spares and consumables available with the contractor and spares and consumables required for next month operation/maintenance, if any.
  - h. Faults Register
  - i. Action points pending from CSEZA, if any.
  - j. Materials consumed in the preceding month, if any.
  - k. No. of faults occurred during the previous month & its action taken report.
  - l. Any other register or record recommended by Engineer-in-Charge pertaining to the operation and maintenance of the Installations referred in this tender document.
- 3) 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.
- 4) 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.

- 5) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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) Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the CSEZA to check the measurements recorded by contractor and 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.

#### **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 the contractor with a certificate of completion of each schedule of work, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall 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 equipments and not until the work is measured by the Engineer-in-Charge.
- 2) If the contractor shall fail to comply with the requirements of this Clause, the Engineer-in-Charge shall take measures as mentioned Clause 4 above.

#### **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 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 Engineer-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 furnished by the Engineer-in-Charge 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 Engineer-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 CSEZA/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 shall have full 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 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.

**CLAUSE 14: 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**

No deviations or variations from the scope of work/schedule shall be permitted.

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

- 1) If at any time after acceptance of the tender, Engineer-in-Charge shall decide 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, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and 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:

- (i) at any time makes default during currency 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; or
  - (ii) 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; or
  - (iii) 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, 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:
    - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
    - (b) 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 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 certificate of the Engineer-in-Charge as to the value of work done 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 Engineer-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 Engineer-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 Engineer-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 Engineer-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.
  - d. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 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 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 by the Engineer-in-Charge concerned.
- 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 a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 26: LABOUR STATEMENTS**

- 1) The contractor shall submit by the 4th and 19th of every month, to CSEZA, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -
  - (1) the number of labourers employed by him on the work,
  - (2) their working hours,
  - (3) the wages paid to them,
  - (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
  - (5) The number of female workers who have been allowed maternity benefit according to provisions of this tender and the amount paid to them.
- 2) Failing to do so as above, the contractor shall be liable to pay to CSEZA, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

**CLAUSE 27: 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 28: LEAVE AND PAY**

Leave and pay during leave shall be regulated as follows: -

1. Leave:
  - (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
  - (ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.
2. Pay:
  - (i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - (ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

**CLAUSE 29: 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 30: MISCONDUCT OF LABOUR**

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 31: 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 32: EMPLOYMENT OF SKILLED / SEMI SKILLED WORKERS**

- 1) The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government.
- 2) The contractor shall comply with the man days as per the scope of work required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Officer in charge for

approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge.

- 3) Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will be considered a breach of contract.. Decision of Officer in Charge as to whether particular tradesman possesses requisite skill shall be final and binding.

**CLAUSE 33: COMPENSATION PAYABLE**

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

**CLAUSE 34: 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 35: EXECUTION OF WORKS**

All works shall be executed under the direction of the Engineer-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 36: 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 37: 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 38: 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.

**CLAUSE 39: WITHOLDING 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 overpayment 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 40: 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 41: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

Contractors Superintendence, Supervision, Technical Staff & Employees

- 1) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- 2) The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to CSEZA the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work.
- 3) Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in this tender CSEZA shall within 3 days of receipt of such communication intimate in writing the approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Competent authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from CSEZA and shall be available at site before start of work.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) The representative(s) shall not look after any other work. Substitutes of equivalent qualifications, experience and competence, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.
  - 8) If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in this tender and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor.
  - 9) If the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work.
  - 10) The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Officers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.
  - 11) 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.
  - 12) 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.

**CLAUSE 42: 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 43: 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 Engineer-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 Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**CLAUSE 44: 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 45: 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 46: 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 47: 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 Engineer-in-Charge and a certificate from him to that effect 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 to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work

**CLAUSE 48: 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 49: 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 Engineer-in-Charge. The Engineer-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 50: 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 Engineer-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.

## **9. 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 CSEZA subject to the certification from the Engineer-in-Charge on the basis of such work recorded in the Registers mentioned in this tender regarding the successful completion of each/final schedules of work by the contractor..
- 6) The amount admissible shall be paid within 30 days after the day 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. Decision of CSEZA for recovery on account of reduced work force shall be final and binding.
3. CSEZA has given its provisional requirement of different categories of workforce for different work in subsequent paras. This will be the minimum quantity of workers to be deployed by the Contractor at site. However, if CSEZA choose/decides to reduce the workforce at any time, recovery shall be made from the contractor's payment at the rate decided by CSEZA which shall be final & binding on the contractor/agency. The reduction amount shall be calculated on the basis of BOQ rate and plus & minus rate quoted by the bidder.
4. No extra payment shall be made by CSEZA if contractor choose to deploy more workforces on its own then mentioned in the tender documents.
5. The contractor shall maintain Attendance register certified by the Engineer-in-Charge and attendance record to be given with the monthly bill. List of staff being posted to be given with their experience and credentials.
6. The contractor has to provide police verification details of the manpower deployed by him without any failure within 15 days from the date of award of letter of award. The contractor should ensure the necessary statutory registration as applicable in respect of labours viz. Migrant labours registration etc.
7. 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.

**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 interalia, 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**

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

i) our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ;

ii) This bank guarantee shall be valid upto \_\_\_\_\_ **(indicate a date two months after the probable date of completion)**

iii) 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)**.

iv)

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 fulfill 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 Executants 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 , {address} 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, 1956/2013, 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 one year 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)
2. Contract Data
3. Bidder's Bid
4. Work Order
5. Performance Security
6. 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 the seal of company and 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, Kakkanad, 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)/Contractor(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 participate 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 willful 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:

(1) 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.

(2) 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.

(3) 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 Head quarters 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 intensions.

(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:

**ANNEXURE - VI**  
**FORMAT OF RESUME OF PROPOSED PERSONNEL**

(signed copies of all relevant documents countersigned by the Contractor to prove the credentials shall be submitted)

The bidder shall provide all the information requested below:

Position	
Personnel information	Name <span style="float:right">Date of birth</span>
	Professional qualifications
Present employment	Name of Employer
	Address of Employer
	Telephone <span style="float:right">Contact (manager / personnel officer)</span>
	Fax <span style="float:right">E-mail</span>
	Job title <span style="float:right">Years with present Employer</span>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Fro m	To	Company, Project , Position, and Relevant Technical and Management Experience

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

**Name of Personnel** **Signature** **Date**

**Name of Authorized Representative of the Contractor** **Signature** **Date**

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

**FORM A**  
**LETTER OF TRANSMITTAL**

To

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

**Subject: Submission of bids for the work of "Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad"**

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 I** 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:

<b>Name of work</b>	<b>Certificate from</b>

**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)**

**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 B**  
**FINANCIAL INFORMATION**

Financial Analysis: Details to be furnished should be duly supported by figures in balance sheet/ profit & loss account for the last four 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>2022-2023</b>		
<b>2021-2022</b>		
<b>2020-2021</b>		
<b>2019-2020</b>		
<b>2018-2019</b>		

**Signature of Chartered Accountant  
(with UDIN Number & Seal)**

**Signature of Bidder(s).  
(with Seal)**

**FORM C**

**Form of Certificate of Net Worth from Chartered Accountant**

It is to certify that as per the audited balance sheet and profit & loss account during the financial year ....., the net worth of Shri/Smt/M/s .....  
(Name & Registered Address of individual/firm/company), as on ..... (the date of certificate) is Rs. ....after considering all liabilities. It is further certified that the net worth of the individual/firm/company has not eroded by more than 50% during the last three years ending on 31st March 2023.  
UDIN .....

(Signature of Chartered Accountant)

(Name of Chartered Accountant)

Membership No. of ICAI

Date and seal

**FORM D**  
**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING**  
**LAST FIVE 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 E**  
**STRUCTURE & ORGANISATION**

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.	Any other information considered necessary but not included above.	



**Signature of Bidder(s)**

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

**Name of work: "Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad"**

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.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

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

To

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

**Name of work: "Operation & Maintenance of Solid Waste Management Facility  
at CSEZ, Kakkanad"**

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 have been considered in the Quoted cost of the project as per BOQ.

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation of the Authorized signatory)

Place: \_\_\_\_\_ **Name and seal of Bidder**

**FORM H**  
**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 “Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad”**

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: (Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

## SECTION-VIII

### SCOPE OF WORK

The proposed work of “Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad” is to be carried out inside the Cochin Special Economic Zone Area at Kakkanad, Cochin.

The scope of work for providing Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad in Cochin Special Economic Zone are as follows: -

1. Daily (at reasonable intervals) collection of food waste from all the registered units in CSEZ (separate collection for biogas and composting waste), segregation of waste wherever necessary for better operation of the plant and providing vehicle and manpower for collection.
2. Collection of Non-biodegradable waste twice in a week and storing in the Material collection facilities in CSEZ.
3. Sorting of various Non-biodegradable waste Materials in the Material collection facilities and dispose through authorized recyclers.
4. The Biodegradable waste shall be processed through Bio- Bins or any other similar methods and 1.5TPD Bio-Gas plant.
5. Operation and maintenance of 125kg/hr incinerator for the Non recyclable combustible non bio degradable items (other than plastics and PVC) and incinerating (the items in the category of sanitary napkins, discarded cloths etc.) in consultation with OMMC Agency/CSEZA.
6. Cleaning of the containers at Biogas plant and giving the same back for reuse.
7. Periodical maintenance/services of Biogas Plant (changing of bearings, other mechanical parts etc.), Incinerator and its accessories and timely removal of slurry from the plant.
8. Keeping the premises of biogas plant and incinerator clean.
9. Upkeep of electrical installations in the plant.
10. Compliance of Solid Waste Management Rules, 2015 to the extend.

**The details of the work are summarised below:**

Sl No.	Description	Facility
1	Bio Methanisation of bio degradable waste using bio gas plant	To arrange collection daily from source and process in 1.5 TPD bio gas plant.
2	Composting	To arrange collection daily from source and process the waste for composting as per

		requirements on the basis of actual quantity generation/day.
3	Collection of Non bio degradable rejects, sorting storage and transfer for recycling	Twice a week collection from source, store the same in Material Collection Facility (MCF), sorting and to sending for recycling.
4	Non recyclable combustible non bio degradable items (other than plastics and PVC) and incinerating (the items in the category of sanitary napkins, discarded cloths etc.)	Incinerate at 125kg/hr incinerator.

### Other Facilities to be provided as part of O&M

The contractor has to provide the following as a part of the operation and maintenance.

1. One Vehicle for the collection (preferably electric) of biodegradable and non-biodegradable wastes.
2. Workers Uniforms, Gloves, Mask, Gumboots as per requirements.

### Minimum Staff Requirement

Minimum personnel to be engaged by the Contractor/Agency and their qualification and experience are as follows

Sl No.	Category	Nos.	Requirement and Area of Operation	Educational Qualification & Experience
1.	Supervisor	1	One person in general shift for monitoring the solid waste management and also operation of vehicle for the collection facilities.	Plus two or above with three years Experience in similar work
2	Labour for Collection & Segregation, composting	2	Two person in general shift for collection and segregation of bio degradable and non-biodegradable wastes, composting, Cleaning the premises and the containers.	
3	Operation of Biogas Plant	1	One person in general shift for operation & maintenance of Biogas plant and composting. He shall be also responsible for sorting the waste material.	1 year experience in the similar field
4	Operation of incinerator	1	One person in general shift for operation of incinerator. He shall be also responsible for sorting the waste material.	1 year experience in the similar field

**Note: Any two of the workers should be familiar with driving of goods vehicle with valid driving license.**

**Special Condition:**

1. The staff and labourers shall be finalized after submission of their photo ID proof, documentary evidence of qualification and experience, Police clearance certificate & Photo and personal interview with OMMC Agency/CSEZA team.
2. OMMC Agency/CSEZA has the right to (i) ask replacement of any labourers due to their misbehaviours or lack of performing duties and (ii) terminate the contract due to lack of performing duties; with a one month notice in writing in either cases
3. CSEZA has the right to terminate the contract due to lack of performing duties with a one month notice in writing.
4. The Staffs working in the said work shall not be allowed to carry out any part time jobs inside the zone, or shall not be deployed for any other works inside the zone other than CSEZ Authority work, if the such instance is noticed, shall lead to termination of the contract without any advance notice and lead to further forfeiture of SD.
5. The cost of Uniform for labourers, safety measures, Transportation of Materials inside the Zone, Tools, etc. shall be included in the scope of contractor.
6. Attendance for the previous month shall be submitted on the last working day of each month.
7. The proof of ESI, EPF and other statutory payment of the workers should be submitted within 10<sup>th</sup> of the following month.

Note : The agency shall also maintain required registers for the smooth functioning and monitoring of the solid waste management facility and submit the same to the OMMC Agency on regular basis or whenever it is demanded.

Note: The contractor shall ensure that there is a stand-by in case of leave or absence of any of the above personnel for the duty as described above.

**For & on behalf of Tenderer**

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

**FORM-I**  
**LETTER OF TRANSMITTAL FOR FINANCIAL BID**

**To**

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

**Subject: Financial Bid for the work of “Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad”-reg.**

Sir,

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. ....  
(Rs..... in words) **{Rate quoted for .....  
months period}** excluding Goods and Services Tax for undertaking the aforesaid  
Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:  
signatory)

(Signature, name and designation of the Authorized

Place:

**Name and seal of Bidder**



### SUMMARY OF COST

**Name of Work:** Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad

Particulars	Total Quoted Amount (Rs.)	
	In Figures	In words
Amount quoted for the Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad as per BoQ/ Price Schedule for fulfillment of the scope of work detailed in NIT for <b>twelve months</b> .		

**Note:-**

- Total amount quoted should be exclusive of GST.
- The rate quoted in Bill of Quantities, to include all costs associated with the project including any out of pocket / mobilization expenses, loading, unloading, indirect Taxes if any applicable as per Govt. terms, to be paid by the Contractor
- The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy, the lowest rate quoted shall prevail.
- 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.
- The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, insurances etc. without any additional burden to OMMC Agency and CSEZA.

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Date: (Signature, name and designation of the Authorized signatory)

Place: **Name and seal of Bidder**

### Bill of Quantities (BoQ)/ Price Schedule

**Name of Work:** Operation & Maintenance of Solid Waste Management Facility at CSEZ, Kakkanad

Sl. No.	Description					Total Amount Quoted per month(Rs)
	Type of Labour/Staff to be deployed as per scope of work	No. of labourers	Average no. of working days in a month	Total Man Days	Daily wages quoted including ESI and EPF* (Rs)	
1	Supervisor (Skilled)	1	26	26		
2	Labour for waste collection and Segregation (Unskilled)	2	26	52		
3	Operator for Biogas Plant (Semi-skilled)	1	26	26		
4	Operator for Incinerator (Semi-skilled)	1	26	26		
5	Contractor's profit and all overhead/contingent expenses (like Tools, Standby staff wages, Employee Bonus, labour cess, Holiday allowances, Uniform charges and provision for changes in minimum wages if any during contract period etc.)					
<b>Total Amount quoted for fulfilment of the scope of work detailed in NIT for one month.</b>						
<b>Total Amount quoted for fulfilment of the scope of work detailed in NIT for twelve months.</b>						

**\* The quoted daily wages rate should be compulsorily as per the latest minimum wages circular (as per Chief Labour Commission (Central) F. No..1/7(3)/2024-LS-II; Dt. 01.04.2024) and prevailing EPF and ESI Rate as on date and as per other latest applicable regulations. The details and breakup of the same shall be produced on demand.**

\*\*\*\*\*

(Signature, name and designation  
of the Authorized signatory)

Date:

Place:

**Name and seal of Bidder**