

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO. RCIL/SR/ERS/2023-24/EOI/3 DTD. 20-09-2023

**Expression of Interest (EOI) For
“MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT “(CIAL)**



Issued by:

RailTel Corporation of India Ltd (A Mini-Ratna PSU
under Ministry of Railways) Kerala Territory Southern Region,
1st Floor Eastern Entry Tower Ernakulam Junction
Railway Station Ernakulam, 682016

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express 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. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI

EOI NOTICE

RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station,
Ernakulam-682016

EOI NO. RCIL/SR/ERS/2023-24/EOI/3 DTD. 20-09-2023

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs for Selection of Partner for Management of LAN at Cochin International Airport (here after referred to as CIAL), from RailTel Empaneled Business Associates for exclusive TEAMING ARRANGEMENT for the following

“MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT “

The details are as under:

DETAILS OF SCHEDULE .IMPORTANT DATES & EVENTS FOR COMPLIANCE

| | |
|--|---|
| Date of EOI Floating | 20-09- 2023 |
| Last date for submission of Bids against EOI | 23-09- 2023 at 11:00 Hours |
| Opening of Bids received against EOI | 23-09- 2023 at 11:30 Hours |
| Number of copies to be submitted | Single stage (Single Packet System) |
| EOI document cost incl tax (non refundable) | Nil |
| Token EMD/EMD at the time of submission of bid | Rs. 5,00,000/- |
| Bid Validity Period | 130 days |
| Bid Submission Mode | Through E-mail to – ers.eoi7@railtelindia.com |

Note: RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

Sd/-
(JGM/TERRITORY MANAGER)
RailTel/Kerala Territory

Important information for Bidding

Earnest Money Deposit (EMD)

- 1) **Token EMD payable:** Rs. 5,00,000/- at the time of submission of EoI in the form of **RTGS** only
- 2) **Remaining amount of EMD** : Remaining EMD if any to be submitted by the selected BA in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately within 24 hrs on advise from RailTel before the submission of the bid to CIAL.
- 3) **Validity of the EMD:** The EMD shall be valid till the finalization of end customer RFP/Tender i.e award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.
- 4) The EMD of the successful BA will be adjusted towards the amount due as SD. After adjusting the EMD against SD, The SD will be recovered 10 % of every bill amount till reaches the SD amount.

Bids without token EMD will be summarily rejected.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Secunderabad through online bank transfer. The Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PG:

Union Bank of India, **Account no.327301010373007**, **IFSC Code: UBIN0805050**.

Demand Draft shall be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad.

Token EMD will be forfeited in case of non-submission of remaining EMD and PG in time. EMD of unsuccessful Bidders will be refunded by Railtel on finalizing the EoI.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level: 1 Contact: Shri. Anish Rehman, Senior Manager /Marketing/Ernakulam

Email: arehman@railtelindia.com Contact: +91-9704659404

Level: 2 Contact: Shri. Anoop Jose. A, Jt. General Manager/Ernakulam

Email: anoop@railtelindia.com Contact: +91-974699916

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Note to Bidders :

1. The response to EOI is invited from **Eligible Empaneled Partners of RailTel only.**
2. All the document must be submitted with proper indexing, page nos and signed in every pages
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as applicable and further issued corrigendum's as mentioned below:

| | |
|-------------------------------------|---|
| End customer Tender Ref. No. | CIAL/COMMN/SNW/48 |
| Tender ID | 2023_CIAL_600089_1 |
| Date of floating | 05.09.2023 |
| Due date | 25.09.2023 |
| Floated on portal | e-Procurement Portal of Govt of Kerala (https://etenders.kerala.gov.in/) |

6. Bidder also to undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CIAL, if their proposed solution is quoted to the customer as applicable and required.
7. The selected bidder will have to accept all Terms & Conditions of CIAL RFP on back-to- back basis, wherever applicable.

8. Any corrigendum(s) issued by CIAL against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & CIAL, in the interest of their own Bid.

9. No exemption/relaxation is applicable to MSME/Startups.

10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CIAL's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/Bidders.

11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.

12. Please refer CIAL RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from CIAL on submission of required documents.

13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CIAL RFP and if found any discrepancy, maybe brought to the notice of RCIL immediately and may modify their financial bid format as per CIAL RFP financial bid document.

14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EOI & Work Order.

1. About RailTel (Please visit railtelindia.com for more insight)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India Optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower co location, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi-Fi service at Kerala Govt. Secretariat ,E health Mission ,IOCL VSS Project etc.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this context, RailTel intends to participate in response to the RFP floated by CIAL, as above (hereafter referred to as ‘CIAL’) and accordingly seeks to select a suitable partner for pre-bid arrangement through this EoI for the work of “MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT”.

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CIAL, if their proposed solution is quoted to the customer, wherever applicable.

The details of tender are as below:

Tender Title: MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT, CIAL RFP/TENDER

Ref. No.: CIAL/COMMN/SNW/48 dated 05-09-2023; latest amendment/ Corrigendum / clarifications. Floated on: CIAL E tenders portal (<https://etenders.kerala.gov.in>)

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsystems/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to this will not be accepted/shall be summarily rejected, Wherever applicable.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/Tender for **"MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT"** Vide Ref No: **CIAL/COMMN/SNW/48 dated 05-09-2023** on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications.

All materials/services that propose to use with the work shall be approved by the Employer / Engineer-in-charge. The scope of work is subject to addition / deletion by the Employer.

The following is the broad scope of work however, this list is only indicating and not exhaustive , rather to serve as broad guidelines only. The RFP of the tenderer as enclosed is taken into cognizance for submitting EoI as per CIAL Tender.

The scope of work includes

- A) Network Management: Oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance. Any modifications are to be done after documentation and approval from concerned Engineer-In-Charge of CIAL.
- B) Performance Monitoring: Continuously monitor network performance, bandwidth utilization, and latency to ensure optimal operation and address any performance bottlenecks.
- C) Troubleshooting: Identify, diagnose, and resolve network issues, such as connectivity problems, security breaches, or hardware failures, in a timely manner.
- D) Patch and Update Management: Regularly apply patches, updates, and security fixes to network devices and software to ensure protection against vulnerabilities.

- E) Vendor Management: Collaborate with network equipment vendors and service providers for opening service tickets, troubleshooting service-related issues, and ensure timely support and follow up. Coordinate with service providers of various facilities at CIAL for smooth operation.
- F) Documentation: Maintain accurate and up-to-date documentation of network configurations, protocols, and processes for reference and disaster recovery purposes.
- G) Team Supervision: In-charge shall manage the technicians for assigning tasks, provide guidance, and oversee their professional development.
- H) Device Connectivity: Troubleshooting of networking components of peripherals connected to the LAN (servers, computers and other devices).

Operation & Maintenance Team

The support team during contract period should consist only of experienced persons. The contractor shall provide sufficient manpower onsite for operation and maintenance as per the tender conditions. The following minimum staff shall be deployed during the contract period.

- A) In-charge (1 person) - at site during CIAL office hours. The In-charge shall be Degree/ Diploma holder with at least 8 years' experience in Networking. The Incharge shall have valid CCNP certification.
- B) Shift technicians (2 person per shift) - 365 x 24 x 7 on shift basis
The shift technicians shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technicians shall have valid CCNA certification.
- C) Technician for daily work coordination - 1 person during CIAL office hours The technician shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technician shall have valid CCNA certification.

There shall be a minimum of 9 (Nine) technicians posted at site. The contractor may post additional manpower, if required, for managing the contract. However, the cost of the same shall be considered in the BoQ.

Availability of system

Manpower and their functionality shall be ensured at 99.9% monthly availability.

3.1 Warranty

The warranty would be valid for the performance of products, service and application for the period as applicable in the **CIAL RFP**. The bidder shall warrant the products and services supplied be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of products/services/processes/protocols of the type ordered and shall perform in full conformity with the specifications and drawings.

The BA/SI shall be accountable for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material/quality of management to meet equipment/system requirements, inadequate system management, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Authority who shall state in writing in what respect the products are faulty.

If it becomes necessary for the bidder to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect in terms of Hardware/Software/Applications is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Customer may have against the contractor in respect of such defects, replacement under warranty clause shall be made by the bidder free of all charges at site including freight, insurance, and other incidental charges, Wherever applicable.

3.2 Warrant Support

This shall be applicable as per RFP/Tender terms and conditions.

3.3 Quality of Service, Service Level Agreement (SLA) and penalty

If the contractor does not perform the duties as per this contract during the contract period, RCIL/CIAL reserves the right to charge necessary penalty to the contractor. The penalty for non-compliance will be applicable for the entire contract period. As per the tender condition, all high severity complaints/failures/changes etc should be rectified within 4 hrs after receiving the complaint call, all medium severity complaints should be rectified within a period or not exceeding 12 hrs after receiving the complaint call and all low severity complaints should be rectified not exceeding 24 hrs after receiving the complaint call.

For complaints/changes that fails to meet the tender terms and conditions during the contract period, RCIL/CIAL will be charging suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of bank guarantee, RCIL/CIAL reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the contract period, RCIL/CIAL will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then RCIL/CIAL will charge penalty of 4.9% of the Security Deposit)

The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. RCIL/CIAL reserves the right to recover the damages due to the malicious activities from the contractor in case of such an event.

Service Support during contract period

The response time and resolution time shall be categorized based on the following severity level:

Severity – High , Response time : 2 hours, Resolution time : 4 hrs

Severity – Medium , Response time : 4 hours , Resolution time :12hrs

Severity – Low , Response time : 6 hours, Resolution time : 48 hours

The severity level shall be classified as follows:

Severity – High , The system is down fully or partially and all break down equipment maintenance which seriously affect the operation of the system including critical data loss, operation down time, full or partial system shutdown.

Severity – Medium , Only few of the devices are down which can seriously affect the operation of the system if left unattended.

Severity – Low, Minor complaints and all equipment break down maintenance which does not affect the operation of the systems.

All the system shall have minimum of 99.5% monthly availability.

Suitable penalty as per the tender conditions will be charged for noncompliance with the SLA. This is applicable for all 365 days in the year.

All the cost incurred during the operations and maintenance contract period like labour, materials, transportation, lodging, freight, taxes etc. should be borne by the contractor.

3.4 Purpose of EOI

Detailed as above

- 3.5 Solution provider/BA need to manage the LAN and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of CIAL. **SLA shall be applied as per CIAL's tender document and corrigendum released, if any on back-to-back basis**

- 3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno - commercial bid through Online mode vide email sent to ers.eoi7@railtelindia.com, within the stipulated date and time, as mentioned in this EOI document.
The Bidder shall accompany necessary documents as prescribed in the Eoi.

3.7. Interested partners may note that this is a single stage, single Packet Bid.

- 3.8. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and Token EMD.

3.9. Technical Bid shall contains following requirements and testimonials :-

i. Eligibility Criteria

| S.N | Type | Description | Document Required |
|-----|--------------------|--|--|
| 1 | Existence / Origin | The company must be registered in India. | Certificate of Incorporation |
| 2 | General | The company must have: I. Valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2023. | I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed. |
| 3 | General | The company should not be blacklisted by any Government institution/ Government PSU | Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender. |
| 4 | Turnover | The bidder must have total annual turnover at least Rs. 6 Crores in the last three financial year ending 31 st March 2023. | Audited Balance Sheet & CA certificate |
| 5 | Net Worth | The bidder must have positive net worth in last 3 FY's ending 31 st March 2023. | Audited Balance Sheet & CA certificate |

| | | | |
|---|-------------|---|---|
| 6 | Experience | <p>A. The bidder must have three Similar completed works costing not less than the amount of Rs. 26 Lakhs yearly.</p> <p>B. The bidder must have two Similar completed works costing not less than the amount of Rs. 33 Lakhs Yearly.</p> <p>C. The bidder must have One Similar completed works costing not less than the amount of Rs. 52 Lakhs Yearly.</p> | <p>Order & completion Certificate issued by customer / PO issuing authority.</p> <p>If a project is ongoing, a certificate to that effect</p> |
| 7 | Empanelment | Bidder must be empaneled with RailTel as Business associate. | Copy of Empanelment letter and Empanelment PG submitted, if any. |

Similar Works Definition:

*Similar works include Setting up/Management of LAN/WAN/Network management/Maintenance

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM/Vendors Name, MAF provided or not and Data Sheet attached, wherever applicable.
- iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs and products/services/processes/protocols, wherever applicable.
- iv. **Price quote in the attached format (Annexure 8).**
- v. Compliance of OEM/Vendors with their MAF's and all mandatory documents asked by CIAL from OEM/Vendors.
- vi. Unconditional Acceptance of contents the Tender document of CIAL and any Other/General Document of CIAL Tender RFP along with corrigendum and addendum.
- vii. Acceptance Letter of EoI
- viii. Annexure Formats as mentioned in this EOI.
- ix. All documents mentioned in checklist and annexures of this EOI.
- x. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per CIAL**. Undertaking in this regard is to be submitted along with the technical bid.
- xi. Contract Period Undertaking – As per pertinent tender floated by CIAL. Management of LAN at Cochin International Airport for 5 years from the date of issue of Work Order and subjected to the fulfillment of SLA conditions referred above.

- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
- xiii. The bidder has to mandatorily submit notarized Annexure-11 on non-judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.

3.10. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the CIAL hard Copies, will be summarily rejected

3.11. Based on evaluation of outcome against 3.9, whoever may qualify as per 3.9.i and further complying technical requirement with supporting documents of OEM/Vendor MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.

3.12. Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening.

3.13 Financial Bid:

The Annexure 8 of for financial quote to be submitted for evaluation

3.14 Selection of Bidder: as per outcome of Clause 3.9 above

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CIAL, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

3.15 The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the CIAL's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by CIAL. In case, RailTel comes out to be winner of the CIAL tender, then the engagement period will get auto-extended to the period RailTel serves CIAL for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16 RailTel on the basis of inputs / factors available, from various resources, past experiences of their ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent CIAL's tender. Further relationship with CSP will be based on the outcome pertinent CIAL's tender.

4 General Requirements and Eligibility Criteria for Bidders

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per relevant Clause of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.

4.5 The bidder has to mandatorily provide all Annexures of this Eoi and corrigendum(s) thereof.

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements /engagements with any other organization except RailTel, for the CIAL tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CIAL tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11**

5. Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,

- iv. The Authority shall be at liberty to object to and require the bidder 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 Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced within a week's time by competent substitutes.
- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations. In case of negotiations quoting the value above the quoted value is not permitted.

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response. Individual advices in this connection is not treated as mandatory.

8 Bid, PG and SD Validity Period

8.1. Bid of Interested partners shall remain valid for the period of 130 days from the date of opening the price bid.

8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PG (Performance bank Guarantee) and Security Deposit (SD) related to the empanelment should have minimum validity of 120 days from the last date of extended completion period.

9 Right to Terminate the Process

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

10 Language of Bid

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If

any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

11 Submission of Bid

11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.

12 Rights to Accept / Reject any or all EOI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel action.

13 Payment Terms

Back-to-back basis as per CIAL RFP No. **CIAL/COMMN/SNW/48 dated 05-09-2023** and as per Payment terms below:

VALUATION AND PAYMENT

Records and measurement

- a) The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by CIAL so that a complete record is obtained of all work performed under the Contract.

Measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.

Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of CIAL a note to that effect shall be made in the Measurement Book against the item objected to and such

note shall be signed and dated by both parties engaged in taking the measurement.

Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification 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 the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards or as prescribed by RailTel.

Payment on Account:

Interim bills shall be submitted by the Contractor. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work.

Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.

- (a) All work executed, after deducting therefrom the amounts already paid, the security deposit, statutory deductions and such other amounts as may be deductible or recoverable in terms of the Contract:

75 per cent of the cost (as assessed by the Engineer-in-Charge) against item rate of any item which are in the opinion of the Engineer-in-Charge reasonable required in accordance with the Contract and have been brought to Site/Provided service for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated provided the Contractor provides an insurance cover for the full cost of perishable materials as applicable.

The amount admissible for interim bills shall be normally paid within a reasonable period from the date of receipt of the bill by the Engineer-in-Charge and the payment will be after such verification as is considered necessary.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for payment of Final Bill:

The final bill shall be submitted by the Contractor within three months of physical completion of the Works yearly. 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.

After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desired, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

In the event the price of materials, wages of labour and POL required for execution of the work decrease/s, there shall be down ward adjustment of the cost of work so that such price of material, wages of labour and POL shall be deductible from the cost of work under this contract.

No such adjustment for the decrease in the price of materials, wages of labour and POL aforementioned would be made in case of contracts in which the stipulated period of completion of the work is twelve months or less.

(i) The Engineer-in-Charge shall otherwise be entitled to lay down principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding.

Income Tax Recovery

Before releasing payment to the Contractor, income tax recovery shall be made from the Contractor's bill at the rate as applicable during that time.

Overpayments and Underpayments:

Wherever any claim for the payment of a sum of money to RCIL arises out of or under this contract against the Contractor the same may be deducted by CIAL from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with RCIL or from any other sum due to the Contractor from RCIL which may be available with RCIL or from his security deposit; or he shall pay the claim on demand.

RCIL/CIAL reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., RCIL/CIAL further reserve the right to enforce recovery of any over-payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under relevant condition of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination of any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by RCIL/CIAL from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by CIAL/ RCIL.

Provided that the aforesaid right of RCIL/CIAL to adjust overpayments against amount due to the Contractor under any other Contract with RCIL/CIAL shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due to which may at any time thereafter become due before payment is made to the Contractor, from him to RCIL/CIAL on any other Contract or account whatsoever

ARBITRATION AND LAWS

Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions to otherwise concerning the works, or the execution or failure to execute the same whether

arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Arbitrator appointed as per the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Case where the amount of the claim in dispute is Rs.50,000 (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

All further disputes which may arise under this contract will have to be filed before the Principal Sub Court Ernakulam, where the head quarter of the RCIL/CIAL is located. This contract shall be governed by the Indian Law's for the time being in force.

1. The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to the Successful Bidder shall be subject to the SLAs (Service Level Agreements) to be signed by the bidder post issuance of work order.
2. The RCIL shall scrutinize and certify the bill to be submitted for payment to CIAL on receipt of the same for BA in proper order.

However, detailed measurements shall be jointly recorded by the contractor in the presence of the representative of the Engineer in charge for reconciliation of quantities and records.

Payment towards all interim bills shall be made by RCIL through direct beneficiary transfer mechanism to the designated Bank of the BA on the bills certified and forwarded by the authorized as per RCIL practice.

13.1. Payment will be processed after receiving the GST invoice for the work / services and after RailTel has received the necessary payment based on certification and acceptance from CIAL for the same work / services. Any deduction /Penalties levied by CIAL will be carried **back-to-back** and will be deducted from SI/BA/CSP's invoices/Subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

13.2. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- Valid Tax Invoice (in Triplicate, where supply is Involved)
 - Delivery Challan and e way bill
 - Factory Test Report
 - QA& COQ inspection certificate duly signed by OEM.
 - FAT Inspection Certificate or Approval of waiver for the same.
 - Packaging List
 - Purchaser's Inspection certificate
 - Consignee receipt
 - Warranty certificate of OEM
 - Insurance certificate
 - A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
 - A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the CIAL.

14 Performance Guarantee (PG)

- 1) **Value of Performance Guarantee:** The performance guarantee will be equivalent to 5% of the total accepted value of the work awarded to the BA
- 2) **Submission:** This can be submitted in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit of Nationalized bank/Scheduled /Govt treasury
- 3) **Validity:** The Performance Guarantee shall be valid/extended for a period of 120 days in addition to the successful completion period of the work in total.
- 4) The conditions of PG on back to back basis as per CIAL RFP

The PG shall be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default

14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.2. If the service period / contract value undergo variation PG also shall be varied accordingly

14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CIAL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

14.4. In case the CIAL has sought PG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PG from Scheduled Bank.

14.7. In case CIAL has sought any other types of PG, at present or in future or else Integrity Pact PG (presently or in future), same remain applicable on selected Bidder. The Said PG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PG will be accepted by RailTel.

14.8 Integrity pact in the format if any, as per CIAL to be provided by the Bidder.

Security Deposit

The contractor has to submit 10% of the contract amount for each year of the contract as Security Deposit.

The SD to be paid @10% of the gross amount of bill unless he has already deposited the amount of the security as Cash or Bank guarantees furnished by any of the Nationalised Banks, under the Revised Bank guarantee scheme of Reserve Bank of India and certified by the Reserve Bank of India that the Bank guarantee may be accepted.

Provided that the security deposit reaches a limit of Rs.10 (ten) lakhs, the Contractor, if he so desires may convert the amount into Bank guarantees from any Nationalized bank.

Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit above the recovery of the balance amount of security deposit shall be deemed to have been waived.

15. Details of Commercial Bid / Financial Bid

15.1. BA should submit commercial bid strictly as per the format mentioned by CIAL or in subsequent corrigendum's (if any).

15.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CIAL (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

15.5. It is also possible that CIAL may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

15.6. It is also possible that during the contract period, CIAL may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CIAL. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CIAL, **on back-to- back basis**.

15.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back- to-back**' basis between RailTel and CSP, as mentioned in the pertinent CIAL's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CIAL's tender, if specifically asked by CIAL in a particular format.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of CIAL's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 5 Years as per CIAL**, unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case CIAL extends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CIAL to RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub- contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

- 18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per CIAL tender condition whichever is issued to the CSP.

RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CIAL .
- d) The CSP going into liquidation or ordered to be wound up by competent authority
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than three days) inform about occurrence of such event to RailTel in writing.

In such case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit.

It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PG related to contract / agreement along with PG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- f) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

- 19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled

dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

21. Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties

including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD(hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non- performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis -statement or any breach of any representation or warranty made by CSP
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

- 25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

- 26.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

- 27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
- 27.2.1. Is already known to the receiving Party at the time of disclosure:
- 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;
- 27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- 27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28 Assignment

28.1 Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29 Insurance

The CSP shall agree to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software and Services etc. as per CIAL tender specified terms.

30 Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2 Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor

may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

32.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

**ANNEXURE 1 - FORMAT FOR PROJECT
EXPERIENCE CITATIONS**

| Sl. No. | Item | Bidder's Response |
|--------------------|--|--------------------------|
| 1 | Name of Bidder entity | |
| 2 | Assignment Name | |
| 3 | Name & Address of Client | |
| 4 | Approximate Value of the Contract (in INR Crores) | |
| 5 | Duration of Assignment (months) | |
| 6 | Start Date (month/year) | |
| 7 | Completion Date (month/year) | |
| 8 | Narrative description of the project | |
| 9 | Details of Work that defines the scope relevant to the | |
| 10 | Documentary Evidence attached | |

Annexure – 02

EOI COVER LETTER

(On Organization Letter Head)

Eol Ref No.:

Date:

To,

The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station ,
Ernakulam 682016

CIAL Tender Ref. No CIAL/COMMN/SNW/48 dated 05.09.2023 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 130 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which

renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CIALRFP issued vide ref no. RCC/NR/UPSO-I/ENG/PT-97/22-23 dated 09-08-2022 on <https://etenders.kerala.gov.in> portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CIAL's RFP issued vide ref no.: RCC/NR/UPSO-I/ENG/PT-97/22-23 dated 09-08-2022 on <https://etenders.kerala.gov.in> portal.

Signature of Authorized

Signatory

Name & Designation

Date -----

Annexure - 03

Local Content Compliance
(On Organization Letter Head)

Eol Ref No.:

Date:

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor, Eastern
Entry Tower,
Ernakulam South Railway Station
Ernakulam 682016

CIAL Tender Ref. No CIAL/COMMN/SNW/48 dated 05.09.2023 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s, hereby submits that our technical solution for the 'Scope of Work' mentioned under the Eol document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the Eol under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/sfulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PG) and Security deposit (SD), as available with RailTel, related to this Eol. Signature of Authorized Signatory

Name Designation

Annexure – 04

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

CIAL Tender Ref. No CIAL/COMMN/SNW/48 dated 05.09.2023 on
<https://etenders.kerala.gov.in> portal

| S. No. | Document |
|--------|--|
| 1 | EOI Cover Letter (Annexure-02) |
| 2 | Technical compliance sheet |
| 3 | Price bid |
| 4 | Local Content Compliance & Percentage Amount (ure-03)-Blank |
| 5 | TECHNICAL BID COVER LETTER |
| 6 | COMMERCIAL BID COVER LETTER |
| 7 | Token EMD as per EOI document |
| 8 | This EOI copy duly Signed and Stamped by the Authorized Signatory Of Bidder |
| 9 | All Annexure/ Appendices/Formats/ Declarations as per CIAL Tender Ref. No CIAL/COMMN/SNW/48 dated 05.09.2023 addressing to RailTel. |
| 10 | Compliance of eligibility criteria related documents as per Clause 3 |
| 11 | Any relevant document found suitable by bidder |

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

FORMAT FOR TECHNICAL BID COVER LETTER (ANNEXURE 5)

(On Company Letter Head)

To,

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway
Station, Ernakulam 682016

Sub: Submission of the response to the Tender No. <<tender id>>. Request for Proposal for Management of LAN at Cochin International Airport.

We, the undersigned, offer to provide services for Request for Management of LAN for CIAL in response to the request for proposal dated <insert date> and tender reference no <> "Request for Proposal MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RfP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 6 months from the date of opening of the commercial bid as stipulated in the RfP. We hereby declare that as per RfP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive. Signature of
Bidder

Name

Place:
Date:

FORMAT FOR COMMERCIAL BID COVER LETTER (ANNEXURE 6)

To,

The Joint General Manager (ERS), RailTel
Corporation of India Limited, Kerala Territory
Office, 1st Floor, Eastern Entry Tower,
Ernakulam South Railway
Station, Ernakulam 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to **Request for Proposal MANAGEMENT OF LAN AT COCHIN INTERNATIONAL AIRPORT**, do hereby propose to provide services as specified in the tender reference No. .

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 130 days from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

we declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance guarantee and Security Deposit: we hereby declare that in case the contract is awarded to us, we shall submit the performance guarantee and Security deposit. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Name:

Place:

Date:

TECHNICAL COMPLIANCE SHEET (ANNEXURE 7)

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the special condition of contract as per the relevant conditions of special conditions of contract as appended as per annexure 13 and 14.

Signature of Bidder
Name:
Place:
Date:

Annexure-8

PRICE BID

To be uploaded as pdf (On Organization Letter Head) EOI NO. RCIL/SR/ERS/2022-23/EOI/3 DTD. 20-09-2023, duly furnishing the rates and amounts in the BoQ appended.

To,
The Joint General Manager (ERS),
RailTel Corporation of India Limited, Kerala

Territory Office, 1st Floor, Eastern Entry Tower, Ernakulam South Railway Station, Ernakulam 682016

Sir,

We hereby quote our rates with reference to the item wise BoQ as below:

[Validate](#) [Print](#) [Help](#)

[Item Wise BoQ](#)

Contract No: CIAL/COMMN/SNW/48

| | | | | | | | | | | | | |
|---|---|------------------|----------|--------|---|--|-----------------------------------|---------------------|----------------|---------------------------------------|---------------------------------------|-----------------------|
| Name of the Bidder/ Bidding Firm / Company : | | | | | | | | | | | | |
| PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | | | | | | | |
| NUMBER # | TEXT # | TEXT # | NUMBER # | TEXT # | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER # | NUMBER # | NUMBER # | |
| Sl. No. | Item Description | Item Code / Make | Qty | Units | Quoted Currency in INR / Other Currency | BASIC RATE In Figures To be entered by the Bidder in Rs. P | GST (If applicable in Percentage) | GST Amount in Rs. P | HSN / SAC Code | TOTAL AMOUNT excluding taxes in Rs. P | TOTAL AMOUNT including taxes in Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 12 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 5 | Management of LAN at CIAL for 5 years, inclusive of cost of man power for onsite and online technical support. All amount in Rs inclusive of all taxes, levies, transportation etc. | | | | | | | | | | | |
| 6 | 1 st Year | item5 | 1.00 | LS | INR | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 7 | 2 nd Year | item6 | 1.00 | LS | INR | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 8 | 3 rd Year | item7 | 1.00 | LS | INR | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 9 | 4 th Year | item8 | 1.00 | LS | INR | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 10 | 5 th Year | item9 | 1.00 | LS | INR | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| Total in Figures | | | | | | | | | | 0.000 | 0.000 | INR Zero Only |
| Quoted Rate in Words | | INR | | | | | | | | | | |

Signature of Bidder

Name:

Designation
Place:
Date:

Seal of BA Organization

The RFP published by CIAL for the work vide CIAL/COMMN/SNW/48 dated 05-09-2023 as circulated May please be referred for any clarifications.

The submission of EMD,PG,SD and Agreement with RCIL Non Judicial paper by the selected Bidder will be sacrosanct selected Bidder .

*Detailed sheet with split up of taxes to be enclosed by the bidder

Any software /hardware other than above, to achieve the objective of cited work shall be facilitated by the prospective BA/SI without additional financial implications .

Signature of Bidder
Name:
Place:
Date:

Company Seal

Annexure – 9

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,

The Joint General Manager,
RailTel Corporation of India Limited, Kerala
Territory Office, 1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station, Ernakulam 682016

CIALTender Ref. No.: CIAL/COMM/SNW/48 dated 05-09-2023 on
<https://etenders.kerala.gov.in> portal

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (here in after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of

the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs..... Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the 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 Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and

we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contract or.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2023 for(Name of Bank)

In the presence of Witnesses:

| | | |
|------------------------|-----------------------------|------|
| 1. Signature With Date | 2. Signature With Date Name | Name |
|------------------------|-----------------------------|------|

Encl: SFMS PG
Report

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Annexure-10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of ,

2021 (the "Effective Date") at

±

By and
between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500

016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

AND

) (CIN: _____), a company duly incorporated under

the provisions of Companies Act, having its registered office at

, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c)Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

- (a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
 - (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party;or
 - (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. **Return or Destruction of Information.**

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. **Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:
Addr
ess
:

Phone: Email.:

Attn:
Addr
ess:
Phon
e:
Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or

consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto,

relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent

arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. **CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. **REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. **ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times

comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations,_____shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. **MISCELLANEOUS.**

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

| | |
|---------|------------------------|
| : | RailTel Corporation of |
| | India |
| | Limited: |
| By | By |
| _ Name: | _ Name: |
| Title: | Title: |

Witnesses:

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Pre Bid Agreement -Annexure 11

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this _____ Day of (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-

39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-

500 016 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context

or meaning thereof, be deemed to include its successors and permitted assigns) of the

FIRST PART. AND

M/s. XXXX, (CIN: _____) a company registered under the Companies Act

1956, having its registered office at

and its Corporate Office located at

, (hereinafter referred to as “**XXXX**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the

SECOND PART.

RailTel and _____ shall be hereinafter individually referred to as “**Party**”

and collectively as “**Parties.**”

Whereas,

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as

a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____(DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No:**

dated_____pursuant to the RFP floated by End Customer for“

for End Customer Organization for agreed Scope of Work”(hereinafter referred as “**The said work/project/tender**”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel's EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of pre integrity pact on back to back basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per KSITIL requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs.

/(Rs._____) from M/s XXXX as per the Terms and conditions of EOI no. dated_____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire

contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.
XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per KSITIL document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the

said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate,

partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties here to, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

"Force Majeure Event" shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due

to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies,

promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India
Limited

To: RailTel Corporation of India Ltd Kind Attn: Executive Director /
Southern Region
Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport
Road, Opp. Shoppers Stop, Hyderabad- 500 016 No.: +91-40-
27788000

To
XX
XX

To:
XXXX

Kind Attn: _____ Address: _____ Mob. No.:

Email:

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21.

GENERAL

21.1.

Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2.

Counterpart:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership: -

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited
XXXX

Authorised Signatory
Signatory

For

Authorized

Name:
Name: Designation:
Designation:

In Presence
of witness:

Signature:
Signature: Name:
Name: Address:
Address

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Annexure 12

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 3100/-.The paper has to be in the name of the BA) **

I _____ (Name and designation)** appointed as the
attorney/authorized signatory of the BA (including
its constituents), M/s
(hereinafter called the BA) for the purpose of the EOI
documents for the work of _____ as per the
EOI No. _____
of (RailTel
Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA
including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be emd rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

VERIFICATION

DEPONENT
SEAL AND SIGNATURE OF THE BA

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNAURE OF THE

BA Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Annexure 13
Special condition of contract

1. GENERAL

1. The following special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are provisions in this special condition which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

The work in general shall be carried out as per the nomenclature of the individual items and in the particular specifications

2. For any other item of work, not covered in the above Para, the same shall be done as per the latest relevant BIS codes of practice.

For any other item of work, not covered in the above Para, the same shall be done as per the sound engineering practice as directed/approved by Engineer in charge.

2

3. RESTRICTIONS IN WORKING HOURS

Since the work has to be carried out within the operational area of the airport, Contractor should obtain the entry passes from the competent authority. You have to strictly follow the security and other regulations prevailing at Airport. You are required to observe all the safety requirements connected with the works at site.

Necessary passes or entry permits to enter inside the airport and premises are to be obtained in advance. The staff deployed by the Contractor for the work should produce the police clearance certificate from an officer not below the rank of Supt. of Police/Commissioner of Police and obtain the entry permits from the office of the Airport Director.

The Contractor's staff working in the operational area shall obey the instructions of the Airport Officials. The number of hours working in the area might be restricted due to operational reasons and Contractor will not have any claim for extra payment on this account.

The installation shall be done in close co-ordination with other agencies and as directed by Engineer-in-charge

4.

5. N.A.

6.

8. TURNOVER TAXES/WORKS CONTRACT TAXES

Deductions will be made from the bills towards Income tax under Income Tax Act 1961, tax on works contract as per the KVAT Act 2003 and other taxes whichever is applicable.

9. N.A.

10. If on handing over the site or at any time thereafter during the execution of work, the Contractor considers that any drawing or information necessary for the execution of the works has not been provided, he shall inform the Engineer-in-charge in writing giving full details required.

11. Whenever I.S. Codes, IATA standards etc. are referred to particular specifications of equipment, the latest I.S.IATA standards etc. Codes prevalent at the time of tendering shall be followed.

12.

13. CONTRACT DOCUMENTS

The Contract document is confidential and must strictly confine to the Contractor's own use and for the purpose of the contract.

14.

18. BYE-LAWS

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify CIAL against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and every sort that may be legally incurred in respect thereof.

The works shall be carried out as per standards/specifications/guidelines. The Contractor shall get the statutory approval if any and safety certificate if required from statutory authorities.

The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable during the contract period.

19.

20. CO-ORDINATION

The Contractor shall co-operate and co-ordinate with all other agencies working at site, compare plans, specifications and the time schedules and so arrange his work so that there will be no

interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to do so will render the Contractor responsible for subsequent change found necessary and its cost.

However, the Contractor shall arrange necessary facilities to execute the work simultaneously with other agencies. No claim on this account shall be entertained by CIAL.

21.

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29. INSURANCE FOR STAFF

The Contractor shall also take insurance for all his staff working at site against injury, loss of life etc., and no claims of compensation to the staff/workers will be entertained by the CIAL in this regard. The Contractor shall indemnify the CIAL against all such claims.

30. COMPENSATION FOR DELAY

If the Contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of CIAL on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

35. PHASING OF WORKS

The total period of this contract is 5 years. The work has to be carried out in phases as approved by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and also works of other Contractors/agencies. The detailed phasing provided in the particular specifications of contract.

39. STRUCTURAL ALTERATIONS TO BUILDINGS

1. No structural member in the building shall be damaged/altered, without prior approval from the Engineer-in-Charge.
2. Structural provisions like openings, pipes if any, provided by CIAL for the work, shall be used. Where these require modifications, such contingent or works shall be carried out by the Contractor, at his cost after the prior approval of Engineer-in-Charge.

40. CONFORMITY TO ACT, RULES AND REGULATIONS

- 40.1 All works shall be carried out in accordance with the provisions of Statutory Rules & regulations prevailing and amended upto date (date of call of tender unless specified otherwise).
- 40.2 The works shall also conform to relevant Indian standard Codes of Practice (COP), and ACI for the type of work involved.
- 40.3

1. IMPORTANT POINTS

- 1. The contract agreement shall be executed on a non-judicial stamp paper of value not less than Rs.200/-, and the cost of the stamp paper shall be borne by the Contractor.
- 2. The tender shall be valid for 120 days from the date of opening of price bid.
- 3. All tools, equipment and man power, including their housing, procurement of food stuff, medical aid etc. are to be arranged by the Contractor. Cost of Transportation of man power and materials shall be borne by the Contractor.
- 4. In the event of any dispute of any kind related to the works, decisions of the Engineer-in-charge shall be final and binding.
- 5. The Contractor shall be responsible for any damage resulting from his negligence to existing facilities/installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of the Engineer-in-charge.
- 6. Contractor has to comply necessary statutory requirements on Contract Labour Regulations and Abolition Act 1970 as well as do comprehensive insurance for his workmen before deploying them on the job.
- 7. The tenderer has to select the man power meeting the general/technical specifications mentioned in the tender.
- 8. The airport is fully functional. Work has to be carried out strictly as per the rules and regulations of the airport without causing inconvenience to the day to day operations.
- 9. The tenderer has to return the original tender document duly signed and stamped in all pages.
- 10. Tender with incomplete/ambiguous details are liable to be rejected without seeking any further clarifications.
- 11. Any variation in terms and conditions from general/special condition for payment, security deposit, etc. are not acceptable to CIAL.
- 12. CIAL shall not be responsible for any postal delay in respect of receipt of tender document, etc. It is the responsibility of the tenderer to make sure that the tender is received in time.
- 13. The tender document shall be submitted in a sealed cover addressed to The Managing Director, Cochin International Airport Ltd., Nedumbassery, Super scribing name of work, due date & time.
- 14. The tenderers printed terms and conditions shall not be considered for evaluation. Hence, no such documents need to be attached.
- 15. .
- 16. Contractor has to bear all the costs incurred in obtaining approvals if any from the statutory

authority for the works. No charges will be reimbursed by CIAL on this account.

17. **IMPORTANT:** CIAL is an operational airport. Hence necessary precautions and measures should be taken by the Contractor for the implementation of project without affecting airport operations. Since the airport is fully functional, detailed plan, phasing, schedule and implementation of the work should be prepared by the Contractor and submitted before commencing the work.

47. ADDITIONAL CONDITIONS I.

- i. PARTIES:
 - a. The parties to the contract are the Contractor and the Purchaser.
 - ii. **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR.**

A person signing the Tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contract. If it is discovered at any time that the person so signing has no authority to do so, the Managing Director, Cochin International Airport Limited, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.
 - iii. **ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER.**

For all purpose of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Managing Director, Cochin International Airport Limited. The Contractor shall be solely responsible for the consequence of any omission to notify any change of address in the matter aforesaid.
- II. Any communication or notice on behalf of the purchaser, in relation to the Contractor may be issued to the Contractor by purchaser and all such communications and notices may be served on the Contractor at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

1 .PERFORMANCE GUARANTEE:

2. A). **CONTRACT PERFORMANCE GUARANTEE:**

1.1. As contract security, the Contractor shall furnish a Bank Guarantee from a Nationalized Bank to this purchase order in favour of purchaser. The guarantee amount shall be equal to 5% of the gross value of the contract price excluding AMC value and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in this order and specifications. The guarantee shall be valid up to the commissioning of the project. The purchaser has the right to encash this bank guarantee if the performance is not satisfactory. The format of the Performance Guarantee is enclosed in this tender document.

B). contract

2. –BLANK-

3. –BLANK-

4. VARIATION IN PRICES:

Prices quoted are firm and no escalation due to any reason whatsoever will be acceptable.

5ContractorContractorContractor

6. –BLANK-

7. BLANK-

8. DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the Purchaser may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the Purchaser of such claims.

9. –BLANK-

10ContractorContractorContractorContractor

11. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:

11.1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days notice in writing to the Contractor of his decision to do so.

11.2. The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further activities related to the work terminated, and assist the purchaser in maintenance, erection, and disposition of the works acquired under the contract by the purchaser.

11.3. In the event of such termination the Contractor shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

12. –BLANK--

16. DEFECT AND JURISDICTION OF CONTRACT:

16.1. The contract shall be considered as having come into force from the date of issue of letter of award of the contract by the purchaser.

16.2. The Law applicable to this contract shall be the law enforced in India. The courts of Ernakulam shall have exclusive jurisdiction in all matters arising under this contract.

17. BLANK

19. DEFENCE OF SUITS:

If any action in court is brought against the contractor or an officer or agent of the contractor for the

failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agent, Contractor, Workman, contract employees, the contractor shall in all such cases indemnify and keep the purchaser, and the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising of such action.

20. TAXES. PERMITS & LICENSES:

The contractor shall be liable to pay all non-Indian taxes, duties, levies, octroi, entry taxes etc lawfully assessed against the purchaser or the Contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian Law.

21. - BLANK -

22. TRANSPORTATION AND INSURANCE:

Transportation & related Insurance charges shall be the responsibility of the Contractor.

23. The conditions published in the Newspaper while inviting tender, specifications, undertaking from the tenderer, information to the tenderer, Proforma for Bank Guarantee for Performance Contract and Equipment Performance and General Terms and Conditions of purchase order shall form part of this contract agreement.

3. **25. Statutory regulation:**

The Contractor comply with the provision of Indian Contract Labour (Regulation and Abolition) Act of 1970, Indian Contract Labours (Regulation and Abolition) Central Rules 1971 and Minimum wages & Rules thereof and other related labour laws of Central and State Governments. You are also required to observe all statutory and legal requirements of Central and State Governments and other agencies applicable to the work as well as any local regulations applying to the site.

Contractor shall submit details of the employees deployed for this work at CIAL. Only after receiving the proof of compliance of PF, ESI & Minimum wage Act, for all the staff posted under this contract CIAL would be processing the payment for the works executed in the corresponding month. CIAL would have the right to share these details with the statutory agents if required.

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

Annexure 14

Particular conditions of Contract

1.0 General

The bidder should note that this is a contract for Management of LAN at Cochin International Airport (CIAL). The scope of the work is the Successful Operation and Administration of the system and services required for the satisfactory performance of the Local Area Network (LAN), Wi-Fi during the entire contract period. All the items of hardware, software, packages etc required for the safe and satisfactory operation of the Local Area Networks at CIAL are to be monitored and managed. This includes periodic updates of software and patches etc as required. Therefore, it shall be the responsibility of the bidder to ensure that all such requirements have been considered while submitting the tender. If there are any items conspicuously missing, the same may be specifically mentioned in the tender document. The bidder has to conduct a detailed site study before submitting the bid. No extra claim during the project period regarding any other item will be entertained. This is a comprehensive work. If any items are missing or not specifically mentioned, the contractor must consider the same and include the same. No modifications/ additional of line items, material after awarding the work will be permitted.

The facilities like laptops, PC will be provided for the work purpose at site. External systems/ laptops are not permitted at CIAL.

2.0 BLANK

4. 3.0 Operation & Maintenance Team

The support team during contract period should consist only of experienced persons. The contractor shall provide sufficient manpower onsite for operation and maintenance as per the tender conditions. The following minimum staff shall be deployed during the contract period.

1. In-charge (1 person) - at site during CIAL office hours. The In-charge shall be Degree/ Diploma holder with at least 8 years' experience in Networking. The Incharge shall have valid CCNP certification.

2. Shift technicians (2 person per shift) - 365 x 24 x 7 on shift basis

The shift technicians shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technicians shall have valid CCNA certification.

3. Technician for daily work coordination - 1 person during CIAL office hours

The technician shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technician shall have valid CCNA certification.

There shall be a minimum of **9 (Nine)** technicians posted at site. The contractor may post additional manpower, if required, for managing the contract. However, the cost of the same shall be considered in the BoQ. The In-charge and duty technician shall be provided with duty mobile phones.

The contractor shall share the full biodata and experience details of the staff posted at CIAL. The performance of the staff **will be continuously evaluated** throughout the contract period. If the

performance of the staff is found to be **not satisfactory** as per the requirement, the contractor shall replace the staff within a period of one week. **If the replacement has not been carried out, RCIL/CIAL reserves the right to impose suitable penalty on the contractor. If either suitable staff are not posted at site, or if such replacements happen more than 5 times a year, RCIL/CIAL reserves the right to appoint staff at the risk and cost of the contractor and may also terminate the contract and forfeit the security deposit submitted.** During any replacement, minimum 2 months onsite hand holding is required to be provided for the fresh staff to get accustomed with the work at site. Extra staff may be trained and kept as reserve for this purpose.

What is mentioned above is the minimum requirement. If required, contractor shall increase the manpower accordingly to meet the service level mentioned in this tender.

The staff shall belong directly to the contracting firm. The staff should provide the necessary documents to prove that they belong to the contracting firm. The staff should mark their attendance in presence of the engineer in charge. The staff shall be provided with uniforms and company ID. Necessary transportation should be provided by the contractor for his service person at site. The contractor shall keep sufficient manpower for reliever duty. The In-charge and technician on duty shall have dedicated mobile number with phones contactable 24/7.

Manpower and services shall be ensured at 99.9% availability. Failure of the SLA will result in suitable penalties as per mentioned in the tender.

4.0 Scope of Work

The scope of work includes

Network Management: Oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance. Any modifications are to be done after documentation and approval from concerned Engineer-In-Charge of CIAL.

Performance Monitoring: Continuously monitor network performance, bandwidth utilization, and latency to ensure optimal operation and address any performance bottlenecks.

Troubleshooting: Identify, diagnose, and resolve network issues, such as connectivity problems, security breaches, or hardware failures, in a timely manner.

Patch and Update Management: Regularly apply patches, updates, and security fixes to network devices and software to ensure protection against vulnerabilities.

Vendor Management: Collaborate with network equipment vendors and service providers for opening service tickets, troubleshooting service-related issues, and ensure timely support and follow up. Coordinate with service providers of various facilities at CIAL for smooth operation.

Documentation: Maintain accurate and up-to-date documentation of network configurations, protocols, and processes for reference and disaster recovery purposes.

Team Supervision: In-charge shall manage the technicians for assigning tasks, provide guidance, and oversee their professional development.

Device Connectivity: Troubleshooting of networking components of peripherals connected to the LAN (servers, computers and other devices).

5. 5.0 Assumptions

The contractor is not supposed to make any assumptions in the contract. Any clarification required should be made in writing. Cases like 'No response from CIAL/RCIL' would not entitle the contractor in taking his own assumptions. In such cases, the contractor could approach head of department of IT or Managing Director of CIAL/RCIL for necessary action.

6. 6.0 Training

The contractor shall provide sufficient training for the staff posted at CIAL regarding the operation and maintenance of the system.

7. 7.0 Blank

8.0 OTHER TERMS & CONDITIONS:

The scope of the contract includes the entire system as a whole to its entirety. The 5-year AMC period would be reckoned from the date of award of work.

After the expiry of the 5th year contract, CIAL/RCIL may consider to extend the contract for a further period of 3 more years with the same party, at a negotiated cost of not more than 5% annual increase over the cost of the previous year. The contractor shall agree for this.

The scope of the contract involves periodic maintenance/upkeep/cleaning of the equipment

Service Support during contract period

The response time and resolution time shall be categorized based on the following severity level:

Severity – High , Response time : 2 hours, Resolution time : 4 hrs
Severity – Medium , Response time : 4 hours , Resolution time : 12 hrs
Severity – Low , Response time : 6 hours, Resolution time : 48 hours

The severity level shall be classified as follows:

Severity – High , The system is down fully or partially and all break down equipment maintenance which seriously affect the operation of the system including critical data loss, operation down time, full or partial system shutdown.

Severity – Medium , Only few of the devices are down which can seriously affect the operation of the system if left unattended.

Severity – Low, Minor complaints and all equipment break down maintenance which does not affect the operation of the systems.

All the system shall have 99.5% monthly availability.

Suitable penalty as per the tender conditions will be charged for noncompliance with the SLA. This is applicable for all 365 days in the year.

All the cost incurred during the operations and maintenance contract period like labour, materials, transportation, lodging, freight, taxes etc. should be borne by the contractor..

Tools and equipment: All necessary tools and equipment required for the maintenance work should be provided by the firm at no extra cost. The maintenance staff shall be provided with sufficient tools like tone tester, Optic fibre power meter etc for the proper maintenance of the system.

Vehicle for maintenance: The contractor shall arrange their own vehicle for movement of staff for carrying out the maintenance activities during the contract period. Necessary airside entry and airside driving permits for the vehicle and drivers shall be arranged by the contractor.

Security regulations: The contractor's maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the contractor. All the laws of the land should be abided by the contractor.

Safety Requirements:- The firm has to take care of all the required safety procedures related to the work.

Log Books & Registers: Necessary logbooks, Maintenance registers, Snag register etc. are to be properly maintained as per the instruction of Engineers of CIAL. The contractor shall have a tool for recording the complaints and providing the SLA compliance reports to CIAL on a regular basis.

The contractor has to share the escalation matrix to CIAL. Also daily issue log to be accessible to CIAL.

Service report: The monthly service report shall be submitted to the Engineer in charge.

Payment: The operations & maintenance charges for each year will be paid in equal monthly installments payable after successful and satisfactory completion of the maintenance contract for that month and submission of required and relevant service reports.

The contractor has to provide the monthly PF, ESI compliance reports for all employees employed at site for releasing the man power charges. If there is any shortcoming in the compliance report, suitable amount including penalty will be deducted while releasing the payment to the contractor.

Security Deposit

The contractor has to submit 10% of the contract amount for each year of the contract as Security Deposit. The same can be submitted as an equivalent, unconditional, irrevocable bank guarantee valid up to 90 days after the yearly contract period.

Penalty for noncompliance with SLA

If the contractor does not perform the duties as per this contract during the contract period, CIAL/RCIL reserves the right to charge necessary penalty to the contractor.

The penalty for non-compliance will be applicable for the entire contract period. As per the tender condition, all high severity complaints/failures/changes etc should be rectified within 4 hrs after receiving the complaint call, all medium severity complaints should be rectified or not exceeding 12 hrs after receiving the complaint call and all low severity complaints should be rectified not exceeding 24 hrs after receiving the complaint call.

For complaints/changes that fails to meet the tender terms and conditions during the contract period, CIAL/RCIL will be charging suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of bank guarantee, CIAL/RCIL reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the contract period, CIAL will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL/RCIL will charge penalty of 4.9% of the Security Deposit)

The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. CIAL/RCIL reserves the right to recover the damages due to the malicious activities from the contractor in case of such an event.

8. 10.0 Liability limitation

If a third party claims that the deliverable materials provided to CIAL/RCIL by the contractor infringe the third party's copy right or patent right, the contractor should defend CIAL against that claim at its expense and pay all costs, damages, court charges etc that a court finally awards or that included in a settlement.

Notwithstanding anything to contrary in the tender, contractor's aggregate liability for direct damages under this contract shall not exceed the charges paid by CIAL/RCIL to contractor during the total contract period. This limit shall not apply to damages for bodily injury (including death), and damage to real property and tangible personal property for which contractor is legally liable. The Contractor shall in no event be liable for indirect and consequential damages, loss of /damage to data and third party claims except as provided in this contract. CIAL shall provide prompt notice of any third party claim and permit contractor to have sole control of the defense of such third party claim

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

COCHIN INTERNATIONAL AIRPORT LIMITED

TENDER DOCUMENT

MANAGEMENT OF LAN

AT

COCHIN INTERNATIONAL AIRPORT

(TENDER DOCUMENT)

(TENDER NO. CIAL/COMMN/SNW/48)

**COCHIN INTERNATIONAL AIRPORT LTD
KOCHI AIRPORT PO
COCHIN – 683 111.**

I N D E X

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SECTION I

NOTICE INVITING TENDER

NOTICE INVITING TENDER

1. Tenders are invited on behalf of Cochin International Airport Ltd. (CIAL) for Management of LAN at Cochin International Airport (CIAL). The tender shall be in the prescribed Form. The estimated cost of the work is Rs 3.90 crores (approximately).
2. The scope of the work includes Management of LAN at Cochin International Airport. It includes manpower for onsite technical support for 5 years.
3. The contract is for a period of 5 years. This period shall be reckoned from the date of issue of work order. The work must be carried out as per the technical specifications and tender document conditions.
4. Tenderers shall be pre-qualified based on the following criteria. Tender documents will be issued only to those who meet these criteria.

The applicant may be an individual proprietorship firm, partnership firm, company or corporation who meets the requisite eligibility criteria prescribed as under. If the applicant is a limited company or a corporation the application shall be signed by a duly authorized person holding power of Attorney for signing the application accompanied by a copy of the power of Attorney. The applicant should also furnish a copy of the memorandum of Articles of Association duly attested by a public notary.

Bidders should have

1. The bidder should have a minimum annual turnover of Rs 15 Crores in any of the last four financial years.

Documents to be submitted as the proof of above said criteria

- i. Audited financial statement with UDIN for the last four financial years 2019-20, 2020-21, 2021-22 & 2022-23
 - ii. Annual Turnover Certificate, issued by a qualified Chartered Accountant in practice, with UDIN number.
2. The bidder shall have executed management of LAN in reputed firms during the last six with yearly order value as mentioned below:
 - i. One similar work in single contract in a year valuing more than Rs 52 Lakhs.
 - ii. Two similar works, each in a single contract in a year valuing more than Rs 33 Lakhs.
 - iii. Three similar works, each in a single contract in a year valuing more than Rs 26 Lakh

Documents to be submitted as the proof of above said criteria

- i. Satisfactory work completion certificate from the clients in terms of type of work, quality, order value, period of execution and service support. Client contact details are to be provided.
 - ii. List of similar works executed in airports/reputed firms during the last six preceding years. Client contact details are to be provided.
3. The bidder should have own local office/service centre in India.

Documents to be submitted as the proof of above said criteria

- i. GST registration details.
- | | |
|--|----------------------------------|
| 4. Period of download of tender document | : Till 1500 Hrs on 25/09/2023 |
| 5. Date of submission of tender | : 1500 hrs on 25/09/2023 |
| 6. Date of opening of Technical bid | : 26/09/2023 at 1530 Hrs |
| 7. Date of opening of commercial bid | : will be intimated later |
| 8. EMD | : Rs 9,75,000/- |
| 9. Cost of tender document | : Rs 2,000/-, inclusive of taxes |

Note:

- a) All pre-qualification criteria should be met by the original bidder itself and not through any partner, joint venture, principal, subsidiary etc.
 - b) A bidder is eligible to submit only one tender for the project and the bidder applying individually or as a member of the consortium shall not be entitled to submit another tender either individually or as a member of any other consortium, as the case may be.
 - c) No two or more concerns in which a bidder is interested as proprietor and /or partner shall tender for the execution of the same works. If they do so all such tenders shall be liable to be rejected.
 - d) The documents submitted without documentary evidence will not be considered/evaluated. CIAL will have the right to verify the work experience certificate/bank statements as required.
5. The Accepting Authority as mentioned at clause (3(b) of General Conditions of Contract shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
6. NIL
7. NIL
8. Details of the works for the purpose of identification by the Accepting Officer or his accredited representative will be open for identification by tenderers at the office of CIAL during working

hours between 14/09/2023 to 15/09/2023. Interested firms may visit the site for detailed study during the above said dates.

9. Tenderers are advised to inspect and examine the site during working hours between 14/09/2023 to 15/09/2023 and satisfy themselves before submitting their tenders as to the 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 effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
10. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents 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 CIAL and local conditions and other factors bearing on the execution of the works.
11. <Blank>
12. All rates shall be quoted on the tender form.
13. In the case of item rate tenders only rates quoted shall be considered.
14. The tender for the Works shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may has/have tendered for the same works. Failure to observe this condition shall render the tender of the Contractor tendering as well as of those witnessing the tender liable to rejection.
15. Tenders shall be received online by the Accepting Authority upto 1500 hrs on 25/09/2023 and the technical bid shall be opened on 26/09/2023 at 15.30 hrs in the presence of tenderers who may be present.
16. The tender shall be accompanied by Earnest Money Deposit of Rs 9,75,000/- (Rupees Nine Lakh Seventy Five Thousand only). EMD exemption is not available in CIAL.
- 17.1. Tender shall be submitted in two stages (**Technical bid** and **Financial bid**) as mentioned below.

PREPARATION OF BIDS:

The tender is invited in 2 stages system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://etenders.kerala.gov.in>). Prospective

bidders willing to participate in this tender shall necessarily register themselves with the above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

1) The First Stage (Technical bid):

Following documents shall be included in the Technical bid:

- i. Prequalification documents (proof of Eligibility Criteria) as mentioned in clause 4 of Notice Inviting Tender.
- ii. Unconditional ACCEPTANCE LETTER (as per the specimen shown in the tender document)
- iii. Power of Attorney for the signatory to Sign the Tender documents
- iv. Original tender document (except commercial bid) digitally signed on all the pages. The bidder shall sign each page of document as an evidence of conformity to the requirements. Only relevant information should be enclosed in the bid.

(Attested copy of Proof should be submitted to ensure that the person who is signing the Unconditional Acceptance Letter and Tender document has the power to sign the same/delegate the execution power, as per the Company's Article of Association or Board Resolution.

If the execution power is delegated, proof for the same should be submitted, with attestation by a Notary public)

2) Second Stage (Financial bid):

Following documents shall be included in the financial bid:

- i. The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

The Financial bid of those tenderers who provide the EMD and Acceptance letter of the CIAL tender conditions in Technical bid only will be opened. Any false claim will lead to the rejection of tender and forfeiture of EMD at any phase of evaluation. Originals of all the submitted documents asked in this tender should be produced before CIAL as and when required. CIAL has the right to place order on any firm as they deem fit. It is not binding on CIAL to place order on the lowest quotation.

17. 2. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the qualified and responsive Bidder offering the lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
18. 1. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any modifications.

18.2. A modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of CIAL as required in the specifications and contract documents. Any modification in the terms and conditions of the tender which are not acceptable to CIAL shall also be treated as a major modification.

18.3. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.

18.4. The Accepting Authority does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rate.
19. On acceptance of tender, Earnest Money will be treated as part of the security deposit. The money will be returned back on submission of Bank Guarantee against Security Deposit.
20. Upon acceptance of the tender, the successful tenderer shall within 15 days of receipt of intimation of acceptance of the tender, deposit with the CIAL a Bank Guarantee against Security Deposit from a Nationalized Bank in favour of purchaser. The guarantee amount shall be 10% of the AMC value of the work for the first year. It shall guarantee the faithful performance of the contract in accordance with the terms and conditions specifications stated in the tender documents. The validity of the Bank Guarantee shall be up to 90 days after the completion of the yearly contract period. The format for the Bank Guarantee against Security Deposit is attached in the General Conditions of Contract. The Bank Guarantee against Security Deposit shall be renewed yearly, for the entire contract period of 5 years, for an amount equivalent to 10% of the AMC amount for each year. The purchaser has the right to encash this bank guarantee if the performance of the Contractor is found to be not satisfactory as certified by CIAL.
21. Cochin International Airport Ltd. will return the earnest money without any interest to the unsuccessful tenderers.
22. Canvassing is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.
23. Blank.

24. Blank.
25. The tender for works shall remain open for acceptance for a period of one hundred and twenty (120) days from the date of opening of tender. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the company then CIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
26. 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 to the Engineer-in-Charge.
27. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
28. The final quoted price should include the applicable GST and all the taxes whatsoever applicable in India or the statutory levies applicable to this contract. The price bid form will have a separate column to show the GST rate and the amount. GST will be paid to the contractor against submission of proper GST Invoice to CIAL at the appropriate time. CIAL will not entertain any claim whatsoever beyond the final quoted price which includes GST and all the taxes that may be applicable. The tenderer/ contractor, as the Goods and/or Service provider to CIAL, shall comply with all the GST laws as applicable. The contractor should also comply regarding filing of all the returns to the GST Network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if CIAL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing/uploading of data/submission of documents etc. in time, then all such liability including the input credit of the GST lost by CIAL and the penalties and interest incurred by CIAL would be the liability of the contractor to be recovered from the Running account bills or security deposits or any other amount payable by CIAL to the contractor.

Further the contractor to provide all GST registration related data to CIAL as per CIAL requirement for updating the CIAL application software.
29. This notice of tender shall form part of the contract document.
30. All the tenderers must indicate the capacity and authority of the individual signing the tender
31. <Blank>
32. The tenderers shall quote prices in Indian Rupees only inclusive of packing, clearing, forwarding, taxes etc.
33. In case any incorrect information is submitted by tenderer against this tender, the offer shall be summarily rejected. EMD shall be forfeited under this condition.
34. After technical evaluation CIAL reserves the right to reject any particular bid.
35. The bidder should be ready for a detailed technical presentation on the proposed system, in front of technical evaluation committee after the tender opening if required by CIAL. During technical presentation, the bidder should explain the detailed design and working of the quoted equipments with advantages and limitations. The time allotted for the presentation is 3 hrs. Date and time of technical presentation will be intimated later.
36. <Blank>

37. Bidders shall conduct a site survey at CIAL before the submission of the bids. Based on this, a detailed design customized for CIAL has to be submitted along with tender document. This should address all the specification and requirements mentioned in this document.

38. Performance Guarantee:

The successful tenderer, hereafter referred to as contractor, shall deposit an amount equal to 5% of the accepted value of work (without limit) as Performance guarantee (Performance Security) in one of the following forms.

- Cash/DD (if guarantee amount is less than Rs.1,00,000/-)
- An irrevocable BG bond of any scheduled bank or any nationalized bank in the prescribed form (if guarantee amount is Rs. 1,00,000/- or more).

39. The time limit allowed for submission of the performance guarantee by the contractor shall be 15 days from the issue of Letter of Intent. Work order shall be issued to contractor only after it submits the performance guarantee in an acceptable form. Performance security shall be released only after satisfactory completion of works, without any interest. If the contractor fails to carry out the work to the satisfaction of CIAL, performance security will be forfeited.

40. The following are the General Tender Terms & Conditions for e-Procurement

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **(Blank)**
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

(i). The First Stage (Technical bid):

Pre-Qualification or Technical bid shall contain the scanned copies of the following documents which every bidder has to upload:

- i. Prequalification documents (proof of Eligibility Criteria) as mentioned in clause 4 of Notice Inviting Tender.
- ii. Unconditional ACCEPTANCE LETTER (as per the specimen shown in the tender document)
- iii. Power of Attorney for the signatory to Sign the Tender documents
- iv. Original tender document (except commercial bid) digitally signed on all the pages. The bidder shall sign each page of document as an evidence of conformity to the requirements. Only relevant information should be enclosed in the bid.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (Financial bid):

The Bidder shall complete the financial bid as per format given for download along with this tender.

Note: The blank financial bid should be downloaded and saved on bidder's computer without changing file-name otherwise financial bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fee of Rs. 2,000/- (inclusive of GST) and Earnest Money Deposit of Rs. 9,75,000/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. EMD and Tender Fee exemption is not available in CIAL.

Online Payment modes: The tender document fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

| A) Internet Banking Options (Retail) | | | |
|---|----------------|----|---------------------|
| 1 | Allahabad Bank | 32 | Kotak Mahindra Bank |

| | | | |
|--|------------------------------------|----|--|
| 2 | Axis Bank | 33 | Lakshmi Vilas Bank |
| 3 | Andhra Bank | 34 | Mehsana Urban Co-op Bank |
| 4 | Bandan Bank | 35 | NKGSB Co-operative Bank |
| 5 | Bank of Bahrain and Kuwait | 36 | Oriental Bank of Commerce |
| 6 | Bank of Baroda | 37 | Punjab and Maharashtra Cooperative Bank |
| 7 | Bank of India | 38 | Punjab National Bank |
| 8 | Bank of Maharashtra | 39 | Punjab and Sind Bank |
| 9 | Bassein Catholic Co-operative Bank | 40 | RBL Bank |
| 10 | BNP Paribas | 41 | Saraswat Cooperative Bank |
| 11 | Canara Bank | 42 | ShamraoVithal Cooperative Bank |
| 12 | Catholic Syrian Bank | 43 | South Indian Bank |
| 13 | Central Bank of India | 44 | Standard Chartered Bank |
| 14 | City Union Bank | 45 | State Bank of India |
| 15 | Corporation Bank | 46 | Syndicate Bank |
| 16 | Cosmos Bank | 47 | Tamilnad Mercantile Bank |
| 17 | DCB Bank | 48 | Tamilnadu Cooperative Bank |
| 18 | Dena Bank | 49 | The Kalyan Janata Sahakari Bank |
| 19 | Deutsche Bank | 50 | TJSB Bank (Erstwhile Thane Janata Sahakari Bank) |
| 20 | Dhanalaxmi Bank | 51 | UCO Bank |
| 21 | Federal Bank | 52 | Union Bank of India |
| 22 | HDFC Bank | 53 | United Bank of India |
| 23 | ICICI Bank | 54 | Vijaya Bank |
| 24 | IDBI Bank | 55 | YES Bank |
| 25 | Indian Bank | | |
| 26 | Indian Overseas Bank | | |
| 27 | IndusInd Bank | | |
| 28 | Jammu & Kashmir Bank | | |
| 29 | Janata Sahakari Bank | | |
| 30 | Karnataka Bank | | |
| 31 | Karur Vysya Bank | | |
| B) Internet Banking Options (Corporate) | | | |
| 1 | Bank of Baroda | 21 | Laxmi Vilas Bank |
| 2 | Bank of India | 22 | Oriental Bank of Commerce |
| 3 | Bank of Maharashtra | 23 | Punjab & Maharashtra Coop Bank |
| 4 | BNP Paribas | 24 | Punjab & Sind Bank |
| 5 | Canara Bank | 25 | Punjab National Bank |
| 6 | Catholic Syrian Bank | 26 | RBL Bank |
| 7 | City Union Bank | 27 | ShamraoVithal Co-operative Bank |
| 8 | Corporation Bank | 28 | South Indian Bank |
| 9 | Cosmos Bank | 29 | State Bank of India |
| 10 | Deutsche Bank | 30 | Syndicate Bank |
| 11 | Development Credit Bank | 31 | UCO Bank |
| 12 | Dhanalaxmi Bank | 32 | Union Bank of India |

| | | | |
|----|----------------------|----|-------------|
| 13 | Federal Bank | 33 | UPPCL |
| 14 | HDFC Bank | 34 | Vijaya Bank |
| 15 | ICICI Bank | 35 | Axis Bank |
| 16 | Indian Overseas Bank | | |
| 17 | Janta Sahakari Bank | | |
| 18 | Jammu & Kashmir Bank | | |
| 19 | Karur Vysya Bank | | |
| 20 | Kotak Bank | | |

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- SBI Account Holders* shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- Other Bank Account Holders* may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

For and on behalf of
Cochin International Airport Ltd.

Signature:

Designation:

Date:

ACCEPTANCE LETTER

(TO BE SUBMITTED IN THE TECHNICAL BID)
(Refer Condition 17.1 of Notice Inviting Tender)

The Managing Director,
Cochin International Airport Ltd.,
Kochi Airport P.O.- 683 111.

Sir,

ACCEPTANCE OF CIAL'S TENDER CONDITIONS

1. Tender document for Management of LAN at Cochin International Airport, Nedumbassery has been sold to me/us by CIAL, and I/We hereby unconditionally accept all the tender conditions of CIAL's tender documents in its entirety for the above work.
2. The contents of clause of 17.1, 18.1, 18.2 and 18.3 of Notice Inviting Tender of the Tender Documents have been noted and it is understood that the unconditional acceptance of the tender conditions in its entirety is a pre-condition for acceptance of the tender. It is further noted that it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender enclosed. In case these provisions of the tender are found violated I/We agree that the tender shall be rejected and CIAL shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money deposit.
3. The required earnest money for this work has been submitted online as per the tender procedure.
4. We hereby undertake the responsibility of Management of LAN as per CIAL tender conditions and site conditions.

Yours faithfully,

(Signature of the tenderer)

Date: _____.

With rubber stamp

COCHIN INTERNATIONAL AIRPORT LTD

TENDER FORM

Tender document for Management of LAN at Cochin International Airport, Nedumbassery.

1. To be submitted online by 1500 hours on 25/09/2023 to The Managing Director, Cochin International Airport Ltd., Kochi Airport P.O. – 683 111.
2. Technical bid shall be opened in presence of tenderers, who may be present, at 1530 hours on 26/09/2023 in the office of Cochin International Airport Ltd.,

Issued to _____ (Contractor)

Issued by
Managing Director,
Cochin International Airport Ltd.,
Kochi Airport P.O. – 683 111.

TENDER

To

Cochin International Airport Ltd.

I/ We have read and examined the following documents relating to Tender document for Management of LAN at Cochin International Airport, Nedumbassery, Ernakulam District.

- (a) Notice inviting tender.
- (b) Schedules A, B, C, D and E.
- (c) General Conditions of Contract including Contractor's Labour Regulations, Model Rules for Labour welfare and Safety Code and forms of different deeds appended to these conditions.
- (d) Special Conditions of Contract.
- (e) Particular specifications/Technical Specifications.
- (f) Bill of Quantity and Schedule of Rates.
- (g) Drawings.

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms & Conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule A and within these period (s) of completion as stipulated at serial No.3.of Schedule E.

I/We agree to keep the tender open for acceptance for one hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to CIAL.

A sum of Rs 9,75,000/- (Rs Nine Lakh Seventy Five Thousand only) is hereby forwarded in the form of Demand Draft in favour of CIAL as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender, which are not acceptable to CIAL, I/We agree that CIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and I/We shall not be considered as unsuccessful tenderer for the purpose of return of earnest money as provided in the Notice Inviting Tender. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the Works as provided in the Conditions, I/We agree that CIAL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and invoke the Performance Bank guarantee and take suitable actions against me/us as deemed fit under the terms and conditions of the contract.

I/We agree that should CIAL decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me/us forthwith, CIAL may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us or otherwise.

If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of security deposit and the balance security deposit shall be paid by me/us or CIAL shall collect the same by deductions from my/our running bill as per condition of contract.

Signature in the Capacity of _____

Duly authorized to sign the
Tender on behalf of the (in block
Capitals) _____

Date _____

Witness _____

Postal address _____

Date _____

Address _____

Telegraphic address _____

Telephone No. _____

SCHEDULE 'A'

SCHEDULE OF QUANTITIES

| Sl. No. | Description | Units | Quantity | Rate | | Total |
|--------------------------------|-------------|-------|---------------------------|---------|----------|-------|
| | | | | In fig. | In words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| <p>ATTACHED SEPARATELY</p> | | | | | | |
| (Signature of Issuing Officer) | | | (Signature of Contractor) | | | |
| Date: | | | Date: | | | |

SCHE DULE 'B'

MATERIALS FOR ISSUE TO THE CONTRACTOR
(See Condition 15)

NOT APPLICABLE

SCHEDULE 'C'
TOOLS AND PLANTS TO BE HIRED TO THE CONTRACTOR
(See Conditions 14)

NOT APPLICABLE

SCHEDULE 'D'

SCHEDULE OF FAIR WAGES

Fair wages as fixed by Central or State Government, whichever are higher shall be applicable.

SCHEDULE E**REFERENCE TO CONDITIONS OF CONTRACT**

| Sl. No. (1) | Reference | | Description (4) | Applicable to this contract (5) |
|----------------|---------------------|---------------------|--|--|
| | Condition (2) | No. Page No. (3) | | |
| 1. | NIT:1 | | Name of work | Management of LAN at Cochin International Airport, Nedumbassery. |
| 2. | NIT:1 | | | |
| 3. | NIT : 4 Gen : 13 | | Duration of the contract | 5 years from the date of issue of Work Order |
| 4. | Gen:3(b) | | Accepting Authority | MD, CIAL, Kochi |
| 5. | | | BLANK | |
| 6. | | | Cost of tender documents | Rs 2,000/-, inclusive of tax |
| 7. | | | Period of Download of Tender Document | Till 1500 hrs on 25/09/2023 |
| 8. | | | Office where drawings etc. are available for inspection | MD CIAL |
| 9. | | | Last date and time of receipt of tender documents | 1500 Hrs on 25/09/2023 (IST) |
| 10. | | | Date and time of opening of Technical Bid | 1530 Hrs on 26/09/2023 (IST) |
| 11. | | | Date and time of opening of Financial Bid | Will be intimated later |
| 12. | | | EMD | Rs.9,75,000/- |
| 13. | Gen : 9 | | Security deposit | 10% of yearly contract amount |
| 14. | | | Certificate of officer to return Earnest money | MD, CIAL, Kochi |
| 15. | Gen : 3 (i) | | Market rate percentage addition to cover overheads and profit. | 10 |

| Sl. No. (1) | Reference | | Description (4) | Applicable to this contract (5) |
|-------------|------------------------|--------------|--|---------------------------------|
| | Condition No. (2) | Page No. (3) | | |
| 16. | Gen : 10.2(iv) | | Schedule of rates applicable | N.A. |
| 17. | Gen : 10.2 (iii) | | Percentage adjustment to the rates in the Schedule of Rates, for pricing deviations. (Applicable to lump sum Contracts based on Drawings and Specifications) Deviation limit for items of work other than those below ground surface:- | N.A. |
| 18. | Gen; 10.2 (vi) (A) (a) | | Permissible deviation limit for any contract item, substituted item or contract-cum-substituted item in excess of the original value of item. (Applicable to Lumpsum Contracts, Measurement Contracts, based on item rates and Percentage Rate Contracts) | $\pm 25\%$ |
| 19. | Gen: 10.2 (vi) (A) (b) | | Permissible deviation limit for an individual trade item (Applicable to Lumpsum Contracts only). | N.A. |
| 20. | Gen : 10.2 (vi) (b) | | Permissible deviation limit for items of work not already included in the Contract. Deviation limit for item of work below ground surface:- | N.A. |
| 21. | Gen: 12(b) | | Permissible deviation limit for an individual trade item Suspension of work:- | N.A. |
| 22. | Gen : 12 (c) | | Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months | N.A. |
| 23. | Gen : 13.2 | | Authority competent to decide if ``any other cause`` of delay is beyond Contractor's control | MD, CIAL |

| Sl. No. (1) | Reference | | Description (4) | Applicable to this contract (5) |
|-------------|---------------|------------------|--|---------------------------------------|
| | Condition (2) | No. Page No. (3) | | |
| 24. | Gen : 13.4 | | Authority competent to grant extension of time | MD, CIAL |
| 25. | Gen : 16.1 | | Distribution return of number and description by trades of workmen employed on works to be submitted to Engineer-in-charge | 15 |
| 26. | Gen: 32 | | Authority competent to reduce compensation amount | MD, CIAL |
| 27. | Gen : 33 | | Defects Liability Period | NA |
| 28. | Gen : 51 | | Interval and minimum amount of interim bills | Monthly |
| 29. | Gen : 53 | | Predetermined components of materials labour and POL:- Material Labour POL | 75 Percent 20 Percent 5 Percent |
| 30. | Gen: 54 | | Interest per annum on sum advanced for purchase of plant and equipment | N.A. |
| 31. | Gen: 54 | | Interest per annum on lumpsum advance | @ 12% |
| 32. | Gen: 57 | | Authority for appointing arbitrator | MD, CIAL |

(Signature of Issuing Officer)

(Signature of Contractor)

Date :

Date :

SECTION II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS

Singular & Plural:

1. Where the context so requires, words importing the singular only also include the plural and vice-versa.

Headings and Marginal Notes to Conditions:

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken to consideration in the interpretation or construction thereof or of the contract.

Definitions:

3.
 - a). Authority “CIAL” shall mean Cochin International Airport Ltd. having its headquarters at Cochin and includes a duly authorised representative of CIAL or any other person empowered in this behalf by CIAL to discharge all or any of its functions.
 - b). The “Accepting Authority” shall mean Managing Director, Cochin International Airport Ltd.
 - c). The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, executed between CIAL and the Contractor together with the documents referred to therein including these Conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
 - d). The “Contractor” shall mean the individual or firm or company undertaking the works and shall include legal representative of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
 - e). The Contract Sum shall mean:
 - (i) in the case of Lump Sum Contracts the sum for which the tender is accepted.
 - (ii) in the case of percentage Rate Contracts the estimated value of the Works as mentioned in schedule of rates adjusted by the Contractor’s percentage.
 - (iii) in the case of Item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
 - f). A “Day” shall mean a day of 24 hours from midnight irrespective of the number of hours worked in that day.

g).“Engineer-in-charge” shall mean the Engineering Officer appointed by the Accepting Authority or his duly authorised representative who shall direct, supervise and be in charge of the works for purposes of this contract.

h). “Excepted Risks” are risk due to riots (otherwise than among Contractor’s employees) and civil commotion (so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earth-quake, lightning and un-precedented flood and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.

i).“Market Rate” shall be the rate as decided by the Engineer-in-charge on the basis of cost of materials and labour at the Site where the work is to be executed, plus 10 (ten) percentage to cover all overheads and profit.

j).“Schedule” referred to in these conditions shall mean Schedule annexed to the acceptance of the tender

k). The “Site” shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by CIAL or used for the purposes of the Contract.

l).“Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.

m). “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

n). A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.

o). The “Works” shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

p).Sub-Contractor

The term “Sub-Contractor used herein refers to a party or parties having a direct contract with the Contractor to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Engineer-in-Charge.

q). Drawings

“Drawings” means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer-in-Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge, as well as shop drawings which may have to be prepared by the Contractor and are approved by the Engineer-in-Charge.

r). Contract Price/Amount

“Contract Price/Amount” means the sum mentioned in the Tender subject to such additions thereto or deductions therefrom as may be under the provisions hereinafter contained.

s). Month

“Month” shall mean the English Calendar month.

t). Terms of Approval, Judgment or Direction

When the words “Approved”, “Subject to approval”, “satisfactory”, “equal to” “determined by”, “accepted”, “permitted”, etc. are used, the approval, judgment, direction, etc. implied is understood to be a function of the Engineer-in-Charge and/or Consultant and shall have the same effect as if performed by the CIAL.

“Equipment” means, the items mentioned in the Schedule of Quantities.

SCOPE AND PERFORMANCE

Contract Documents:

4.0. The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents except standard specifications and the schedule or rates. All further drawings which may be issued during the progress of the works shall also be provided free of cost. He shall keep one copy of the documents on the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representatives or by other inspecting Officers.

None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

Works to be carried out:

5.0. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, software, 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 shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in 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 as aforesaid in accordance with good practice and recognized principles.

Inspection of Site:

6.0. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (as far as is practicable) the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender:

7.0. 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 rates and prices quoted in the Schedule of Quantities, 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.

Discrepancies and Adjustment of Errors:

8.0. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

8.1. In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities.
- b) Particular Conditions of Contract
- c) Technical Specifications.
- d) Special Conditions of Contract
- e) Drawings.
- f) General Conditions of Contract.

8.2. 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.

8.3. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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.

8.4. If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

- b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) The total of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tenderer, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities or in General Summary, by the tenderer, shall be ignored.
- e) In case of lump sum contracts based on Bills of Quantities (quantities not shown as provisional), should any error in quantities or any omission or items be discovered, the cumulative effect of which varies the Contract sum by more than 5% or Rs.20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

Security Deposits:

9. a) 10% of the gross amount of bill unless he has already deposited the amount of the security as Cash or Bank guarantees furnished by any of the Nationalised Banks, under the Revised Bank guarantee scheme of Reserve Bank of India and certified by the Reserve Bank of India that the Bank guarantee may be accepted.
 1. Provided that the security deposit reaches a limit of Rs.10 (ten) lakhs, the Contractor, if he so desires may convert the amount into Bank guarantees from any Nationalised bank.
 2. Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit above the recovery of the balance amount of security deposit shall be deemed to have been waived.
- b). All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by CIAL on any account whatsoever and in the event of his security deposit being reduced by reason of such deduction as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit.
- c) .N.A.
- d).Refund of Security Deposit: On expiry of the Operation and maintenance contract period including Defects Liability Period (referred to in Condition 33 thereof) or on payment of the amount of the Final Bill payable in accordance with Condition 52 thereof whichever is later, the Engineer-in-Charge shall on demand from the Contractor, refund to him the

security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor

Deviations/Variations Extent & Pricing:

10. The Engineer-in-Charge shall have power

(i). to make alteration in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

10.1 The time for completion of the Work shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor.

a). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract sum plus.

b). Any further additional time as may be considered reasonable by the Engineer-in-charge. (Subject to maximum of 25% of the time calculated as above).

10.2 Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders where two or more schedule of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

(ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

(iii) If the rate for any additional, altered or substituted item of Work cannot be determined in the manner specified in sub-para (I) and (ii) above, then such item of work shall be arrived from List price prevailing at the time of tendering plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the works actually Awarded.

(Applicable to Measurement Contracts based on item rates or lump sum Contracts based on Bills of Quantities or Percentage Rate Contracts).

(iv) If the rate for any altered, additional or substituted item of Work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. Provided always that if rate(s) for part(s) of an item(s) is/are not specified in the Schedule of Rates the rate(s) for such part(s) shall be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-Charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order.

(v) If the rate for any altered, additional or substituted item of Work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work supported by analysis of the rate claimed and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate (s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

(vi)

(A), Provisions contained in sub-conditions (i) to (v) above shall not apply to:

- (a) That value of any contract item, substituted item or contract-cum-substituted item as is in excess of the original value of the item by 100%.

(Applicable to lump-sum Contracts, Measurement contracts based on item rates and percentage Rate Contracts).

- (b) That value of deviations ordered on any individual trade item included in the contract as is excess of 100 percentage. (Applicable to Lump-Sum Contracts only).

- (c) The value of all items not already included in the Contract as is in excess of 100 percentage.

(B) N.A.

NOTE: Individual trade means the sub-heads into which the Schedule of quantities as provided in the Contract has been divided and in the absence of any such provision in the Contract, the sub-heads as given in the Schedule of Rates.

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(a) N.A.

(b) N.A.

- (c) N.A..
- (d) N.A..
- (e) N.A..
- (f) N.A.

11. In the case of contract items, substituted items, contract-cum-substituted items or additional items which exceed the limits laid down in sub-para (vi) of Condition 10 above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Schedule of quantities or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10 by more than five percent, the Engineer-in-Charge shall, within three months of receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10 by more than five per cent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, if the rates determined by the Engineer-in-Charge within a period of three months of receipt of the claim supported by analysis are within five per cent of the rates specified in the Schedule of Quantities or of those determined in accordance with the provisions of sub-para (i) to (iv) of Condition 10, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-para (i) to (iv) of Condition 10 for the quantities in excess of the limits laid down in sub-para (vi) of Condition 10.

11.1 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the in excess of the limits laid down in sub-para (vi) of Condition 10 provided that such decrease is more than five per cent of rates specified in the Schedule of Quantities or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10, and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from within fourteen days of receipt of the notice revise the rates for the work in question within two months of expiry of said period of 14 days having regard to the market rates.

Suspension of Work:

- 12. (a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons.
 - (i) on account of any default on part of the Contractor; or
 - (ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - (iii) for safety of the Works or part thereof.

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.

- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above:

The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (i) in sub-para (a) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the Works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the Works as an omission of such part by CIAL under Conditions 10 and 11 or where it affects the whole of the Works, as an abandonment of the Works by CIAL shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by CIAL, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilized on the Works, adding to the total thereof 10 percentage to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge within 28 days of the expiry of the period of 3 months.

Time and Extension for Delay:

13.0 The time allowed for execution of the Works as specified at Serial No.3 in Schedule E or the extended time in accordance with these Conditions shall be of the essence of the Contract. The execution of the Works shall commence as specified in Schedule E. If the Contractor commits default in commencing the execution of the work as aforesaid, CIAL shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

13.2 If the Works be delayed by force majeure, or excepted risks, or any other cause which, in the absolute discretion of the Accepting Authority is beyond the Contractors control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in

writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

13.3 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such a request the period for which extension is desired.

13.4 In any such case the Accepting Authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-Charge.

Tools and Plants:

14.0 N.A.

Materials:

15.a The Contractor shall at his own expense, provide all materials, software required for the works other than those which are to be supplied by CIAL. The Contractor shall deposit royalty and obtain necessary permit for collection of stone, sand, red bajri, Kankar, etc. from the local Authority.

15.a.1 All materials, software to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer-in-Charge, furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply.

15.a.2 N.A. 15.a.3 The Engineer-in-Charge shall have full powers to require removal of any or all of the materials, software etc. brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, software etc. The Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials, software etc to be substituted for rejected materials, software etc. in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

15.a.4 The Contractor shall indemnify CIAL employee against any action, claim or proceedings relating to infringement or use of any patent, copy right, intellectual property right or design or any alleged patent, copy right, intellectual property right or design right and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against CIAL or any agent, servant or employee of CIAL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by CIAL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

15.a.5 Subject as hereinafter provided in Condition 53/53.1, all charges on account of taxes and other duties on materials obtained for the Works from any source (excluding materials supplied by CIAL) shall be borne by the Contractor.

15.a.6 The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials, software etc. supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which Engineer-in-Charge, may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests and cost of software required for tests shall be borne by the Contractor in all cases except when otherwise provided.

15.b N.A..

15.b.1 N.A.

15.b.2 N.A.

15.b.3 N.A

15.b.4 N.A.

15.b.5 N.A.

15.b.6N.A..

15.b.7 N.A..

General

15.c Materials required for the Works, whether brought by the Contractor or supplied by CIAL shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of materials, software etc. shall be the responsibility of the Contractor.

15.c.1 CIAL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled/fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

15.c.2 All materials brought to the Site shall become and remain the property of CIAL and shall not be removed off the Site, without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

Labour

16. The Contractor shall employ labour in sufficient numbers either directly or through subcontractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

16.1 The Contractor shall furnish to the Engineer-in-Charge weekly distribution return of the number and description by trades of the work people employed on the Works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) 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 (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules made thereunder and the amount paid to them.

16.2 The Contractor shall pay to labour employed by him either directly or through subcontractors wages not less than fair wages as defined in the Contractor's Labour Regulations.

16.3 The Contractor shall in respect of labour employed by him either directly or through subcontractors comply with or cause to be complied with the Contractor's Labour Regulations in regard to all matters provided therein.

16.4 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Provident Fund Act, Maternity Benefit Act, 1961, and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

A) The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of 'The Employees' State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

16.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations have the power 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-fulfillment of the Conditions of the Contract for the benefit of workers; non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.

16.6 The Contractor shall indemnify CIAL against any payments to be made under and for non observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

16.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filing any Form/Register/Slip under the provisions of those

Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor's Labour Regulation, the Contractor shall without prejudice to any other liability pay to CIAL Rs.250/- as liquidated damages for every default, breach or furnishing, making, submitting, filing materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.250/- per day for each day of default subject to a maximum of 5% of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

16.8 Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these Conditions or rules framed by Government from time to time for the protection of health for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the "Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

16.9 Safety Code: The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

(i) Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to CIAL as liquidated damages an amount not exceeding Rs.250/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

17. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the contract, the Contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor:-

- (i) that he shall pay a nominal license fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area or land allotted to him.
- (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.
- (iii) that the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
- (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

17.1. The Contractor shall provide, if necessary or if required on the Site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

17.2. N.A..

Setting out the Works

18 N.A.

19.N.A..

Nuisance:

20. The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

21. N.A. .

22. N.A.

23. N.A..

Watching and Lighting:

24. The Contractor shall provide and maintain at his own expense all lights, guards, facing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

Contractor's Supervision:

25. The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

Inspection and Approval:

26. All works embracing more than one process shall be subject to examine and approval at each Stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The Contractor shall give

due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

26.2 Company officers concerned with the Contract shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of engineer-in-Charge's Representative:

27. The duties of the representative of the Engineer-in-Charge, are to watch and supervise the Works and to test and examine any materials to be used for workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by CIAL nor to make any variation in the Works.

27.1 The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and CIAL as though it had been given by the Engineer-in-Charge.

27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

Removal of Workmen:

28. The Contractor shall employ in and about the execution of the Works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Engineer-in-Charge.

Uncovering and Making Good:

29. The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of discovering and/or making openings in or through, reinstating and making good the same shall be borne by CIAL in any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays:

30. Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property and Works in which case the Contractor shall immediately advise the Engineer-in-Charge accordingly. Contractor if need be, work in shifts with prior written permission from Engineer-in-Charge.

Completion Certificate:

31.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. All activities related to that portion of work shall be completed and tested satisfactorily and all unwanted materials installed for the for the purpose of execution of work shall be removed before the issue of completion certificate 31.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge with the consent of the Contractor take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as "the relevant part") then notwithstanding anything expressed or implied elsewhere in this Contract:-

- a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in Condition 31(1) above provided the Contractor fulfils his obligations under that Condition for the relevant part.
- b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- c) The Contractor may reduce the value insured under Condition 34 by the full value of the complete items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- d) For the purposes of ascertaining compensation for delay under Condition 32 in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 and actual date of completion as certified by the Engineer-in-Charge under this condition.

Compensation for delay:

32.If the Contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract or extended date-period of completion, he shall, without prejudice to any other right or remedy of CIAL on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the Accepting Authority on the contract value of the work for every week that the progress remains below that specified in condition 13 or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a) Completion period (as originally stipulated) not exceeding 6 months. @ 1 per cent per week.
 - b) **Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years @ 1/2 per cent per week.**
 - c) Completion period (as originally stipulated) exceeding 2 years @ 1/4 percent per week.
- 32.1 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed the under noted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given:
- a) Completion period (as originally stipulated) not exceeding 6 months. 10 per cent.
 - b) **Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years 7.5 per cent.**
 - c) Completion period (as originally stipulated) exceeding 2 years. 5 per cent.
- 32.2 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with CIAL.

Defects Liability Period:

33. The defects liability period shall be 12 months which shall be reckoned from the certified date of completion of the entire project under the contract and the Contractor shall be responsible to make good and remedy at his own expense within such period any defect which may develop or may be noticed before the expiry of the period and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

Contractor's Liability and Insurance:

34. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all CIAL's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and CIAL's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

34.1 In the event of any loss or damage to the Works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

- a) the Contractor shall, as may be directed in writing by the Engineer-in-Charge remove from the Site any debris and so much of the works as shall have been damaged taking to CIAL's T & P store such CIAL's T & P articles and/or materials may be directed;
- b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
- c) there will be added to the Contract Sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T & P and any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage accrued and the removal by the Contractor as provided above of CIAL's T & P articles and/or materials to the CIAL's store and of debris and damaged Works referred to therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the workman's life.

34.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

34.3 When CIAL's building for a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

34.4 The Contractor shall indemnify and keep indemnified CIAL against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify CIAL against any compensation or damage caused by the Excepted Risks.

34.5 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of CIAL but including CIAL building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials), or to any person (including any employee of CIAL) by or arising out of carrying out of the Contract.

34.6 The Contractor shall at all times indemnify CIAL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948 Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act,

1947 and the Maternity Benefit Act, 1961, Provident Fund Act or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of CIAL, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

34.7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

34.8 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

34.9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to CIAL resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Engineer-in-Charge.

34.10 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case CIAL may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by CIAL from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

Facilities to other Contractors:

35. The Contractor shall, in accordance with the requirements of the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contractors in connection with the Works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which CIAL may enter into in connection with or ancillary to the Works.

Notices to Local Bodies:

36. The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

36.1 The Contractor shall pay and indemnify CIAL against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule, or order and any regulations or bye-laws of any local authority in respect of the Works.

Sub Contracts:

37. The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

Instructions and Notices:

38. Subject as otherwise provided in this Contract, all notices to be given on behalf of CIAL and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

38.1 All instructions, notices and communications, etc. under the Contract shall be given in writing or by Emails and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

38.2 The Contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

38.3 N.A.

Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work:

39. If at any time after acceptance of the tender CIAL 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 have no claim to any payment of compensation 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.

39.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

a).Any expenditure incurred on preliminary site work,.

b).

(i).CIAL shall have the opinion to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from contractors (for incorporation in or incidental to the work), provided, however, CIAL shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by CIAL, cost of such materials, shall, however, take into account

to purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the Contractor.

- (ii).For Contractor's materials not retained by CIAL reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said place, no cost of transportation shall be payable.
- c) If any materials supplied by CIAL are rendered surplus, the same except normal wastage shall be returned by the Contractor to CIAL at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to CIAL stores, if so required by CIAL.
- d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

39.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of Contract for Death:

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying and completing the Contract, the Accepting Authority shall be entitled to cancel the contract as to its uncompleted part without CIAL being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation CIAL shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

Cancellation of Contract in Full or in Part:

41 If the Contractor

- (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- (b) 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; or
- (c) fails to complete the Works or items of work with individual dates of completion, on or before the 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; or.

- (d) shall offer or give or agree to give to any person in CIAL's 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 CIAL; or
- (e) shall enter into a Contract with CIAL 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 previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- (f) Shall offer or give to any person in CIAL 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 CIAL; or
- (g) Shall enter into a Contract with CIAL 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 previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- (h) Shall obtain a Contract with CIAL as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- (i) 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 effective 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; or
- (j) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager' or.
- (k) Shall suffer an execution being levied on his good and allow it to be continued for a period of 21 days; or
- (l) 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 attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority; the Accepting Authority may, without prejudice to any other right which shall have accrued or shall accrue thereafter to CIAL by written notice cancel the contract as a whole or only such items of work in default from the Contract.

41.1 The Accepting Authority shall on such cancellation have powers to:

- (a) take possession of the Site and materials, constructional plant implements, stores, etc. thereon; and/or
- (b) carry out the incomplete work by any means at the risk and cost of the Contractor.

41.2 On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by CIAL. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors materials taken over and incorporated in the Work, and use of tackle and machinery belonging to the Contractor.

41.3 Any excess expenditure incurred or to be incurred by CIAL in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by CIAL as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

41.4 If the Contractor shall fail 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 Contractor's unused materials, constructional plant, implements, temporary building, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the contract.

41.5 Any sums in excess of the amounts due to CIAL and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by CIAL the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

Liability for Damage, defects or Imperfections and rectification thereof:

If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing shall make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others

the materials or articles complained of, as the case may be or by other means at the risk and expense of the Contractor.

42.1 In case of repairs and maintenance works, splashes and droppings from white-washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

Urgent Works:

43. If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by CIAL shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution

44. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement whereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Condition 41 (j) hereof and the same action may be taken and the same consequence shall ensue as provided for in the said Condition 41.

Training of Apprentices

45. The Contractor shall comply with the provisions of the Apprentice Act 1961 and the Rules and orders issued thereunder from time to time. The Contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provision of this Act.

Contractors Representatives, Agents and Workmen:

46. The Contractor shall verify antecedents and loyalty of employees before employing them on the work. He/She shall ensure that no person of doubtful antecedent and nationality is in any way gets associated with the Works.

47.BLANK.....

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VALUATION AND PAYMENT

Records and measurement

49. The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

49.1. All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by CIAL so that a complete record is obtained of all work performed under the Contract.

49.2. Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the Contractor or his authorised representative.

49.3. Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

49.4. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

49.5. Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of CIAL a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

Methods of Measurement:

50. Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification 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 the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards.

Payment on Account:

51. Interim bills shall be submitted by the Contractor, as specified in Schedule E. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work.

51.1. Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.

(a) All work executed, after deducting therefrom the amounts already paid, the security deposit, statutory deductions and such other amounts as may be deductible or recoverable in terms of the Contract:

(b) 75 per cent of the cost (as assessed by the Engineer-in-Charge) against item rate of any item which are in the opinion of the Engineer-in-Charge reasonable required in accordance with the Contract and have been brought to Site for incorporation in the Works

and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated provided the Contractor provides an insurance cover for the full cost of perishable materials.

51.2. The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.

51.3. The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill by the Engineer-in-Charge and the payment will be after such verification as is considered necessary.

51.4. Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.

51.5. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for payment of Final Bill:

52.1. The final bill shall be submitted by the Contractor within three months of physical completion of the Works. 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. The Payment shall be made within the period, specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge.

- (a) Contract amount not exceeding Rs. 5 lakhs Four months
- (b) Contract amount exceeding Rs. 5 lakhs Six months

After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desired, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

Reimbursement/Refund on Variation in Price:

53.1 All statutory payments applicable as per the governing laws of Central and State Governments on the last date of submission of the tender shall be included in the quoted rate. In the event of there being any increase with respect to these statutory payments due to any change in the existing laws or due to imposition of any new laws by the Central and/or State Governments and thereby the Contractor incurs any new liability after the last date for submission of tender, the additional expenditure so incurred by the Contractor on this behalf shall be paid to the Contractor by CIAL. The Contractor shall within 30 days of becoming aware of any alteration in the laws/levies as provided above give notice thereof in writing to CIAL together with all information and documentary evidence of levy and demand of the appropriate authorities and payment of the same by the Contractor. However, should the Contractor desire or is required by CIAL to counter the correctness of such demand the Contractor will initiate appropriate proceedings under the relevant acts and rules framed thereunder for relief against such levy/demand. The Contractor will, however, be responsible to refund the whole or any part of the money paid or reimbursed by CIAL should the Contractor succeed in obtaining relief.

53.2 The rates and prices quoted by the tenderer shall be fixed and firm for the duration of the contract and shall not be subjected to adjustment on any account except for any variation under clause 53.1. However, if an extension of time is granted by CIAL pursuant to clause 13.4 without any action under clause 32 hereof, CIAL shall agree to the price adjustment for the work done during such extended period of the Contract, excluding the original contract period provided that a total actual period of Contract including the original contract period exceeds 12 months.

If the price of materials, wages of labour and POL required for the execution of the work increase, the Contractor shall be compensated for such increase pursuant to clause 53.2 above, as per provision detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done after the expiry of the original contract period and no such compensation shall be payable for a work for the original stipulated period of completion of 12 months or less.

Such compensation for escalation in the prices of materials, labour and POL when due shall be worked out based on the following provisions:-

53.3.1 The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

53.3.2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work done during which escalation is applicable. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the secured advance paid) shall be included in the cost of work for operation of this clause. Similarly, when such materials are incorporated in the work the full assessed value of the materials originally considered for operation of this Clause should be deducted from the cost of the work shown in the bill (running or final).

Calculation of Cost of Work done

The cost of work for which escalation/de-escalation is applicable/deductible shall be worked out as below:

- (a) Gross value of work done upto this quarter(A)
 - (b) Gross value of work done upto the last quarter..... (B)
 - (c) Gross value of work done since previous quarter: (A – B)(C)
 - (d) Full assessed value of secured advance (fresh paid in this quarter).....(D)
 - (e) Full assessed value of secured advance (recovered in this quarter).....(E)
 - (f) Full assessed value of secured advance for which escalation is payable in this quarter:(D– E).....(F)
 - (g) Advance payment made during the quarter(G)
 - (h) Advance payment recovered during the quarter(H)
 - (i) Advance payment for which escalation is payable in this quarter:(G – H)(I)
 - (j) Extra items/deviated quantities of agreement items paid as per relevant clauses based on prevailing market rate during this quarter (J)
- $M = C + F + I - J$
 $N = 0.85 M$
- (k) Cost of cement, steel and bitumen arranged by the contractor and used on works worked out at the rates mentioned in special conditions during the quarter (not applicable to this tender)P
 - (l) Cost of work for which escalation/de-escalation is applicable(W) = N-P

53.3.3 Components of materials, labour and POL shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers and the decision of the Engineer-in-Charge in working out such percentage shall be binding on the Contractor. The components of materials, labour and POL have been predetermined as given below.

- a) Material - 75%
- b) Labour - 20%
- c) POL - 5%

53.3.4 The compensation for escalation on for materials, labour and P O L shall be worked out as per the following formulae.

- i) $V_m = W \times (X/100) \times (M1 - M10) / M10$
- ii) $V_l = W \times (Y/100) \times (L1 - L10) / L10$
- iii) $V_f = W \times (Z /100) \times (F1 - F10) / F10$

Whereas:

V_m = Variation in material cost; ie. Increase or decrease in the amount in rupees to be paid or recovered.

V_l = Variation in labour cost; ie. Increase or decrease in the amount to be paid or recovered.

V_f = Variation in cost of fuel, oil and lubricant; ie. increase or decrease in the amount in rupees to be paid or recovered.

W = $(85/100) \times (\text{Cost of work done as per bills}) - \text{cost of cement, steel and bitumen arranged by the contractor and used on works worked out at the rates mentioned in special conditions. Cost of work shall not include any work for which payment is made under clauses in GCC , at prevailing market rates.}$

X, Y, Z = Components of materials, Labour and POL respectively, expressed as percentage of the total value of work as predetermined.

$M1 \text{ \& } M10$ = All India whole sale Index for all commodities for the period under reckoning as published by the Economic Advisor to the Govt. of India, Ministry of Industry & Commerce, for the period under consideration and that valid at the time of receipt of tenders respectively.

$L1 \text{ \& } L10$ = Consumer Price Index for Industrial Labour (All India) declared by Labour Bureau, Govt. of India as applicable for the previous period of the period under consideration and that valid at the time of receipt of tenders respectively.

$F1 \text{ \& } F10$ = Average Index number of whole sale price for group (fuel, power, light and lubricants) as published weekly by the Economic Advisor to Govt. of India, Ministry of Industry for the period under reckoning and that valid at the time of receipt of tenders respectively.

Escalation will be calculated separately for each subhead, based on the values of X, Y, Z given for each subhead.

53.3.5. The following principles shall be followed while working out the indices mentioned in sub-para 53.3.4 above.

- (a) The base index will be the one relating to the month in which the tender was stipulated to be received.
- (b) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the

said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three month's interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

- (c) The index (M1/F1etc. material & PoL) relevant to any quarter or period for which such compensation shall be the arithmetical average of the indices relevant to the three calendar months . If the period up-to-date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.
- (d) The escalation for labour (L1)also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and /or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at the revised rate only for work done in subsequent quarters.

All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of 'All India Wholesale Price Index for Individual Commodities/Group Items', and All India Wholesale Price Index for 'Fuel, Oil and Lubricant', both published by the Economic Adviser to the Government of India, Ministry of Industry and Commerce, and applying weightages to the Individual Commodities/Group Items, and the higher of the 'Minimum wage of unskilled male mazdoor' notified by the Ministry of Labour and that notified by the Local Administration.

53.3.6. In the event the price of materials, wages of labour and POL required for execution of the work decrease/s, there shall be down ward adjustment of the cost of work so that such price of material, wages of labour and POL shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under clause 53.3.4 shall apply, provided that,

- (i) No such adjustment for the decrease in the price of materials, wages of labour and POL aforementioned would be made in case of contracts in which the stipulated period of completion of the work is twelve months or less.
- (ii) The Engineer-in-Charge shall otherwise be entitled to lay down principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding.

54. Advances, subject to availability of funds will be given as under within six weeks of submission of application by the Contractor and subject to other conditions being fulfilled and the Engineer-in-Charge certifying the sum to which the Contractor is entitled by way of advance.

In the case of contracts valued at over Rs.50 lakhs a lump-sum advance not exceeding 5% of the contract Sum against a bank guarantee from a Nationalised Bank acceptable to CIAL. The lump sum advance so paid will **carry interest @ 12% per annum**. The advance shall be utilised for the purposes of this contract only and for no other purpose.

54.1 Recovery of the sums advanced above and interest thereon shall be made by deduction from the on account payments referred to in Condition 51 in suitable percentages in relation to the

progress, as fixed by the Engineer-in-Charge, so that all the sums advanced with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums advanced and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.

Income Tax Recovery

55 Before releasing payment to the Contractor, income tax recovery shall be made from the Contractor's bill at the rate as applicable during that time. For payment towards advances under condition 54, no income tax recovery shall be made and advances shall be recovered as per terms and conditions provided in condition 54.

Overpayments and Underpayments:

56. Wherever any claim for the payment of a sum of money to CIAL arises out of or under this contract against the Contractor the same may be deducted by CIAL from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with CIAL or from any other sum due to the Contractor from CIAL which may be available with CIAL or from his security deposit; or he shall pay the claim on demand.

56.1 CIAL reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., CIAL further reserve the right to enforce recovery of any over-payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 57 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

56.2 If as a result of such audit and technical examination of any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by CIAL from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by CIAL.

56.3 Provided that the aforesaid right of CIAL to adjust overpayments against amount due to the Contractor under any other Contract with CIAL shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

56.4 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due to which may at any time thereafter become due before payment is made to the Contractor, from him to CIAL on any other Contract or account whatsoever.

ARBITRATION AND LAWS

Arbitration

57. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating

or the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions to otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Arbitrator appointed as per the provision of the Indian Arbitration and Conciliation Act ,1996 or any statutory modification or re-enactment thereof. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Case where the amount of the claim in dispute is Rs.50,000 (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, continue during the arbitration proceedings and no payment due or payable to the Contracts shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

All further disputes which may arise under this contract will have to be filed before the Principal Sub Court Ernakulam, where the head quarter of the CIAL is located.

58. This contract shall be governed by the Indian Law's for the time being in force.

CONTRACTORS' LABOUR REGULATIONS

(see condition 16)

1. Definition: In the regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:
 - (a) "Labour" means workers employed by a contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf on a payment not exceeding Rs.500/- per month.
 - (b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work taking into consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.
 - (c) "Contractor" for the purpose of these Regulations shall include an agent or sub-Contractor employing labour on the work taken on contract.
 - (d) "Inspecting Officer", means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour commissioner's Organization.
 - (e) "Form" means a form appended to these regulations.
2. Notice of Commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:
 - (a) Name and situation of the work
 - (b) Contractors' name and address
 - (c) Particulars of the Department for which the work is undertaken.
 - (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work
 - (f) Number of workers employed and likely to be employed.
 - (g) 'Fair wages' for different categories or workers.
3.
 - (i) Number of hours of work which shall constitute a normal working day: The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than nine hours on any day or for more than FORTY EIGHT hours in any week he shall in respect of overtime work, be paid wages at double the ordinary rate of wages.

(ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: the expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

4. Display of notice regarding Wages, Weekly Day of Rest, etc.: The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in clean and legible condition in conspicuous places on the works, notice in English and in the local Indian language, spoken by the majority of workers giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy of each of such notices to the Inspecting Officers.

5. Fixation of Wage Periods: The Contractor shall fix wage period in respect of which wages shall be payable. No wage period shall normally exceed one week.

6. Payment of Wages:

(i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.

ii) Wages of every worker employed on the contract shall be paid where the wages period is one week, within THREE days from the end of the wage period; and in any other case before the expiry of the 7th day or 10th from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.

iii) When employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

NOTE: The term 'working day' means a day on which the work on which labour is employed, is in progress.

7. Register of Workmen: A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered there in within THREE days of his employment.

8. Employment Card: The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of Employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
9. Register of Wages, etc.:
 - (i) A Register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
 - (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.
10. Fines and Deductions which may be made from Wages: (i) Wages of a worker shall be paid to him without any deductions of any kind except the followings:
 - (a) fines;
 - (b) deductions for absence from duty, i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - (c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (d) deductions for recovery of advances or for adjustment of overpayment of wages. Advance granted shall be entered in a register; and
 - (e) any other deduction which CIAL may from time to time allow.
 - (ii) No fine shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour commissioner.
 - (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker had been given an opportunity of showing cause against such fines or deductions.
 - iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
 - v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
 - vi) The Contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for

which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.

vii) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

11. Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:-

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in hospital
- (h) Date of discharge from the hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks

12. Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

13. Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefore. It

shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

14. Disposal of amounts recovered from the Contractor: The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor, had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers' dues would be arranged by the Engineer-in-Charge, wherever such payment arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.)
15. Welfare Fund: All moneys that are recovered by the Engineer-in-Charge by way of workers' dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker, etc. and also amount recovered as penalty, shall be credited to a fund to be kept under the custody of CIAL for such benefit and welfare of workmen employed by contractors.
16. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.
17. Representation of parties:
 - (i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of trade unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.
 - (ii) A Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of Federation of associations of contractors to which the said association is affiliated or where the Contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the Contractor is engaged.
 - (iii) NO party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.
18. Inspection of Books and other Documents:

The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officer and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

19. Interpretation, etc; on any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner Government of Kerala shall be final and binding.
20. Amendments: Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

REGISTER OF WORKMAN (Regulation 7)

- I. Name and address of Contractor :
.....
- II. Number and date of Contract :
.....
- III. Name and address of department awarding the Contract :
.....
- IV. Name of contract and location of the work :
.....
- V. Duration of Contract :.....

| Sl No. | Name and Surname of the workers | Age & Sex | Father's/Husban d's Name | Nature of Employment & Designation | Permanent/Ho me Address of Employee (Village, Dist. Tanna) | Postal Address | Date of Commenceme nt of employment | Date of terminatio n or leaving of employe ment | Signature or thumb impressio n of the employee | Remarks |
|-----------|---------------------------------------|--------------|-----------------------------|--|--|-------------------|--|--|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

EMPLOYMENTCARD
(See Condition 3.64.0)

- I. Name and Sex of the worker :
.....
- II. Father's/Husband's Name :
.....
- III. Address :
.....
- IV. Age or Date of Birth :
.....
- V. Identification marks :
.....

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child):-
Name :
.....

Full Address of Dependants
:.....

| Sl No | Name and address of the employer (Specify whether a Contractor or sub-Contractor) | Particular s of Location of work site and descriptio n of work done | Total period for which the worker is employed (from...t o..) | Actual Number of days worked | Leave taken (No. of days should be specified) | Nature of work done by the worker | Wage period | Wage rate with particular s of unit in case of piece work | Total wage earned by the worker during the period shown under col.5 | Remarks | Signature of the employer |
|----------|--|--|--|---------------------------------------|--|---|----------------|---|---|---------|---------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |

IT & COMMUNICATION DEPT

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Signature & Seal of Bidder

[illegible]

N.B. For a worker employed at one time on piece work basis and at another on daily wages, prevant entries in respect of cash type of employment should be made separately.

REGISTER OF WAGES-CUM-MUSTER ROLL

(See Condition 3.65.0)

- I. Name and address of Contractor :
- II. Number and date of Contract :
- III. Name and address of department awarding the Contract :
.....
- IV. Name of the contract and location of the work :
.....
- V. Duration of the Contract :
- VI. Wage period :

| Sl No. | Name & Surname of the worker | Father's/ Husband's Name | Designation | Nature of work | Daily attendance (No. of units worked 1,2,3, 4,5,6, 7) | Total attendance units | Fair wages payable | | Wages paid | | Overtime worked | | | Total wages paid | Deductions from wages | | | | | Net wages payable | Date of payment | S/d or thumb impression of worker | Remarks |
|--------|------------------------------|--------------------------|-------------|----------------|--|------------------------|--------------------|-----------------------|------------|-----------------------|-----------------|--------------|-----------------------|------------------|-----------------------|------------------------------|------------|----------------------|------------------|-------------------|-----------------|-----------------------------------|---------|
| | | | | | | | Basic | D.A & other allowance | Basic | D.A & other allowance | Date | No. of hours | Overtime wages earned | | Fin | Deduction for damage or loss | House rent | Recovery of advances | Other deductions | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | | | | | | | | | | | | | | | | | | | | | | | |

* Reasons to be recorded in column 24.

REGISTER OF FINES
[See Condition 3.66.1(vi)]

| Sl No . | Name | Father's/ Husband's Name | Sex | Departm ent | Nature and date of the offence for which fine imposed | Whether workman showed cause against fine or not if so, enter date | Rate of wages | Date and amount of fine imposed | Date on which fine realised | Remarks |
|---------|------|--------------------------------|-----|----------------|--|--|------------------|--|-----------------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

REGISTER OF DEDUCTIONS FOR DAMAGES OF LOSS CAUSED TO BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS

[See Condition 3.66.1(vi)]

| Sl N o. | Name | Father's/Husba nd's name | Sex | Department | Damage or loss caused with date | Whether workman showed cause against deduction, if so, enter date | Date and amount of deduction imposed | Number of installm ent, if any | Date on which total amount realized | Remarks |
|---------------|------|-----------------------------|-----|------------|--|--|---|--|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

WAGES SLIP
(Regulation 9)

- (i) Name of the Contractor
- (ii) Place
- 1. Name of workers with
Father's / Husband's name
- 2. Nature of employment
- 3. Wage period
- 4. Rate of Wages payable
- 5. Total attendance/Unit
of work done
- 6. Date on which overtime worked
- 7. Overtime charges
- 8. Gross wages payable
- 9. Total deductions
(including nature of deductions)
- 10. Net wages payable

Contractor's Signature/
Thump Impression

Employees' Signature/
Thump Impression

MODEL RULES FOR LABOUR WELFARE

(See condition 16)
NOT APPLICABLE

SAFETY CODE

(See condition 16)

11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representative and the Inspecting Officers as defined in the Contractor's Labour Regulations.
15. Notwithstanding the above conditions 1 to 14 the Contractor is not exempted from the operation of any other Act or Rule in force.

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

To

Cochin International Airport Ltd.
Kochi Airport (PO), Ernakulam – 683 111, Kerala, India
Tel: Off: (0484) 2610115, Fax: (0484) 2610012

In consideration of Cochin International Airport Ltd (hereinafter called “CIAL”) having offered to accept the terms and conditions of the proposed agreement between and.....(hereinafter called “the said contractor(s)” for the work (Hereinafter called “the said agreement”) having agreed to production of an irrevocable bank guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor (s) for compliance of this obligations in accordance with the terms and conditions in the said agreement.

1. We.....(indicate the name of the Bank) (hereinafter referred to as the “Bank”) hereby undertake to pay to CIAL an amount not exceeding Rs..... (Rupees.....only) on demand by CIAL.
2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from CIAL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We, the said Bank, further undertake to pay CIAL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such a payment.
4. We..... (indicate the name of the 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 agreement, and it shall continue to be enforceable till all dues of CIAL under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer in charge, on behalf of the CIAL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges the Guarantee.
5. We..... (indicate the name of the Bank) further agree with CIAL that CIAL shall have the fullest liberty without our consent, and without effecting in any manner our obligation here under, to vary any of the terms and conditions of the said agreement or to extent time of performance by the said contractor(s) from time to time

or to postpone for any time or from time to time any of the powers exercisable by CIAL against the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of CIAL or any indulgence by CIAL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of CIAL in writing.
8. This guarantee shall be valid upto unless extended on demand by CIAL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated theday of 20....

For

(Indicate the name of the Bank)

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

{General Condition No.9 (a)}

To

The Cochin International Airport Ltd.

In consideration of the Cochin International Airport Ltd. having its head office at Cochin (which expression shall unless repugnant to the subject or context includes its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between and CIAL Connection with the work of _____ (hereinafter called the said Contract), to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees only) from a Nationalised Bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract, We the Bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified CIAL from time to time to the extent of Rs. _____ (Rupee _____ only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by CIAL on demand and without demur to the extent aforesaid.

2. We, the _____ Bank, further agree that on being informed by CIAL the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL on account thereof and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered to or suffered by or that may be caused to or suffered by CIAL we shall release such amount as requested by CIAL pursuant thereto, subject to the overall total limit of the BG amount agreed under terms of the Bank Guarantee, without any fuss or demur, irrespective of the fact that there is any dispute resolution process ongoing between CIAL and the Contractor, with respect to any alleged breaches of this agreement as referred to above.

3. 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 till at the dues of CIAL under, the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claimed satisfied or discharge and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guaranty subject, however, that CIAL shall have no claim under

this Guarantee after 90 (Ninety) days from the date of expiry of the defects Liability period as provided in the said Contract. i.e. _____ (date) or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank now withstanding the fact, that the same is enforced after the expiry of the said period.

4. CIAL shall have the liberty to mutually agree with the Contractor without affecting in any way the liability of the Bank under this Guaranty or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extended time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of terms and conditions governing the said Contract or securities available to CIAL and the said Bank shall not be released from its liability under these presents by any exercise by CIAL if any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of CIAL or any indulgence by CIAL in concurrence with to the said Contractor or any other CIAL matter or thing whatsoever which under the law relating so sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for CIAL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which CIAL may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CIAL in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence

Dated this ____ Day of _____

of: WITNESS

For and on behalf of (The Bank)

Signature _____

1.

Name & Designation _____

-

Authorisation No. _____

Name & Place _____

Bank's seal

The above Guarantee is accepted by Cochin International Airport Ltd.

For and on behalf of Cochin International Airport Ltd.

Signature _____

Name _____

Designation _____

Dated _____

Note:

* For Proprietary Concerns

Shri _____ son of _____ resident of _____
 carrying on business under the name and style of _____ at _____
 (hereinafter called “the said Contractor” which expression shall unless the context requires
 otherwise include his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

1. Shri _____ son of _____ resident of _____.

2. Shri _____ son of _____ resident of _____ carrying
 on business in co-partnership under the name and style of _____ at _____
 (hereinafter collectively called “the said Contractor” which expression shall unless the context
 requires otherwise include each of them and their respective heirs, executors, administrators and
 legal representatives).

* For Companies

M/s. _____ a company registered under the Companies Act, 1956 and having its
 registered office in the State of _____ (Hereinafter called “the said Contractor”
 which expression shall unless the context requires otherwise include its administrators,
 successors and assigns).

FORM OF BANK GUARANTEE TO SECURE A LUMP-SUM ADVANCE
(On Non-Judicial Stamp Paper)

{General Condition No.54 (b)}

To

The Cochin International Airport Ltd.

In consideration of the Cochin International Airport Ltd. having its head office at Cochin (hereinafter called CIAL which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and CIAL connection with the work of _____ (hereinafter called the said contract), to make at the request of the Contractor a lump-sum advance of Rs. _____ (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable for CIAL we, the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby guarantee the due recovery by CIAL of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by CIAL we, the _____ Bank hereby unconditionally and irrevocably undertake to pay to CIAL on demand and without demur to the extent of the said sum of Rs. _____ (Rupees _____ only) any claim made by on us for the loss or damage caused to or suffered by CIAL by reason of not being able to recover in full the said sum of Rs. _____ (Rupees _____ only) with interest, as aforesaid.

2. We, the _____ Bank, further agree that CIAL shall be the sole judge of and as to whether the said contract has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by CIAL on account of the said advance together with interest not being recovered in full and the decision of CIAL that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts loss or damage caused to or suffered by CIAL shall be final and binding on us.

3. 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 or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharge and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guaranty subject, however, that CIAL shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the defects Liability period as provided in the said Contract. ie. _____ (date) or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank now withstanding the fact, that the same is enforced after the expiry of the said period.

4. CIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guaranty or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extended time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of terms and conditions governing the said Contract or securities available to CIAL and the said Bank shall not be released from its liability under these presents by any exercise by CIAL if any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of CIAL or any indulgence by CIAL to the said Contractor or any other CIAL matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for CIAL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which CIAL may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CIAL in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of: Date this _____ Day of _____

WITNESS

For and on behalf of (The Bank)

1. Signature _____

Name & Designation _____

2. _____

Authorisation No. _____

Name & Place _____

Bank's seal _____

The above Guarantee is accepted by Cochin International Airport Ltd.

For and on behalf of Cochin International Airport Ltd.

Signature _____

Name _____

Designation _____

Dated _____

Note:

* For Proprietary Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

1. Shri _____ son of _____ resident of _____.

2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called “the said Contractor” which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives).

* For Companies

M/s. _____ a company registered under the Companies Act, 1956 and having its registered office in the State of _____ (Hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and permitted assigns).

**FORM OF BANK GUARANTEE FOR
REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE
(On Non-Judicial Stamp Paper)**

{General Condition No.54 (2)}

To

The Cochin International Airport Ltd.

In consideration of the Cochin International Airport Ltd. having its head office at Cochin (hereinafter called CIAL which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and CIAL in connection with the work of _____ (hereinafter called the said contract), to permit the Contractor remove the plant and equipment mentioned in the schedule hereto hypothecated to CIAL as security against an advance of Rs. _____ (Rupees _____ only) with interest as provided in the contract granted to the Contractor by CIAL from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee, we the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and guarantee to indemnify and keep indemnified CIAL from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL reason of the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by CIAL on demand and without demur to the extent aforesaid.

SCHEDULE ABOVE REFERRED TO

| Serial No. | Particulars of Plant and Equipment | Nos . | Purchase price/Price considered reasonable by Engineer-in-charge | Total Price | Advance (75% of Col.5) |
|------------|------------------------------------|-------|--|-------------|------------------------|
| | | | | | |

2. We, the _____ Bank, further agree that CIAL shall be the sole judge of and as to whether the said Contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL on account thereof and the decision of CIAL that the said Contractor has so failed and as to the amount or amounts of loss, damages,

costs, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said plant and equipment have been brought back to the Site or till the said advance of Rs. _____ (Rupees _____ only) with interest is fully repayable to CIAL whichever is earlier and till the Accepting Authority of the contract certifies that the said plant and equipment have been brought back to the site or the said advance of Rs. _____ (Rupees _____ only) with interest has been repaid in full, and accordingly discharges this Guarantee subject, however, the CIAL shall have no claim under this Guarantee after 90 (ninety) days from date of expiry of the contract i.e. _____ (date) or from the date of cancellation of the said contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. CIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guaranty or Indemnity from time to time to vary any of the terms and conditions of the said contract or the advance or to extended time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of terms and conditions governing the said Contract or securities available to CIAL and the said Bank shall not be released from its liability under these presents by any exercise by CIAL if any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of CIAL or any indulgence by CIAL to the said Contractor or any other CIAL matter or thing whatsoever which under the law relating so sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for CIAL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which CIAL may have obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CIAL in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of: _____ Dated this _____ Day of _____

WITNESS

For and on behalf of (The Bank)

1. Signature _____

Name & Designation _____

2. Authorisation No. _____

Name & Place _____

Banks seal _____

The above Guarantee is accepted by Cochin International Airport Ltd.

For and on behalf of Cochin International Airport Ltd.

Signature _____

Name _____

Designation _____

Dated _____

Note:

* For Proprietary Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

1. Shri _____ son of _____ resident of _____.
2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said Contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives).

* For Companies

M/s. _____ a company registered under the Companies Act, 1956 and having its registered office in the State of _____ (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

COCHIN INTERNATIONAL AIRPORT LIMITED

RELEASE CERTIFICATE

(General Condition No.52.3)

Contract Agreement No. :

Project :Management of LANat Cochin International Airport (CIAL)

Location : Nedumbassery.

Client : Cochin International Airport Limited

KNOW ALL MEN BY THESE PRESENTS, THAT
(hereinafter referred to as Contractor), for and in consideration of the receipt of the sum of Rs..... (in words) by Contractor from Cochin International Airport Limited, Kochi Airport P.O. – 683 111 (hereinafter called CIAL representing the final payment under Contract Agreement No..... dated the Day of20.... between Contractor& CIAL hereby releases and forever discharges CIAL and its respective successors and assigns and the property of either of them from all claims and demands whatsoever in any manner arising out of, or related to said Contractor, labour performed or materials and equipments furnished by the Contractor in connection with, or incidental to the construction of for CIAL at Nedumbassery.

In consideration of, and for the purpose of including CIAL to make the aforesaid final payment, the Contractor hereby represents warrants and agrees that

- (1) All sums due or to become due, all debts, accounts, damages, obligations, claims and demands of every nature and kind whatsoever in any manner arising out of or related to labour performed or materials and equipments furnished in connection with, or incidental to, the said construction have been paid and satisfied,
- (2) there are no unsettled claims for injuries to or death of, any person or damage to, or destruction of property in any manner arising out of, or related to, the aforesaid construction and
- (3) it shall indemnify and hold harmless CIAL and its respective successors and assigns from and against any claims, demands, liens, claims, of liens, judgment, attachments and costs related hereto in any manner, arising out of or related to, the aforesaid construction.

The Contractor acknowledges, for the guarantee purposes, that the date of acceptance of the work performed under Contract Agreement No..... is hereby established as day of 20....

in witness whereof, the Contractor has caused this instrument to be executed by its duly authorised officers thisday of 20....

(Corporate Seal)

Witness :
Name of Contractor

Name :

Signature : Signature of Contractor

Title :

Place : Designation

Date :

SECTION III

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.GENERAL

1.The following special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are provisions in this special condition which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

The work in general shall be carried out as per the nomenclature of the individual items and in the particular specifications

2.For any other item of work, not covered in the above Para, the same shall be done as per the latest relevant BIS codes of practice.

For any other item of work, not covered in the above Para, the same shall be done as per the sound engineering practice as directed/approved by Engineer in charge.

2

3. RESTRICTIONS IN WORKING HOURS

Since the work has to be carried out within the operational area of the airport, Contractor should obtain the entry passes from the competent authority. You have to strictly follow the security and other regulations prevailing at Airport. You are required to observe all the safety requirements connected with the works at site.

Necessary passes or entry permits to enter inside the airport and premises are to be obtained in advance. The staff deployed by the Contractor for the work should produce the police clearance certificate from an officer not below the rank of Supt. of Police/Commissioner of Police and obtain the entry permits from the office of the Airport Director.

The Contractor's staff working in the operational area shall obey the instructions of the Airport Officials. The number of hours working in the area might be restricted due to operational reasons and Contractor will not have any claim for extra payment on this account.

The installation shall be done in close co-ordination with other agencies and as directed by Engineer-in-charge

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8. TURNOVER TAXES/WORKS CONTRACT TAXES

Deductions will be made from the bills towards Income tax under Income Tax Act 1961, tax on works contract as per the KVAT Act 2003 and other taxes whichever is applicable.

9. N.A.

10. If on handing over the site or at any time thereafter during the execution of work, the Contractor considers that any drawing or information necessary for the execution of the works has not been provided, he shall inform the Engineer-in-charge in writing giving full details required.

11. Whenever I.S. Codes, IATA standards etc. are referred to particular specifications of equipment, the latest I.S.IATA standards etc. Codes prevalent at the time of tendering shall be followed.

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13. CONTRACT DOCUMENTS

The Contract document is confidential and must strictly confine to the Contractor's own use and for the purpose of the contract.

14.

18. BYE-LAWS

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify CIAL against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and every sort that may be legally incurred in respect thereof.

The works shall be carried out as per standards/specifications/guidelines. The Contractor shall get the statutory approval if any and safety certificate if required from statutory authorities.

The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable during the contract period.

19.

20. CO-ORDINATION

The Contractor shall co-operate and co-ordinate with all other agencies working at site, compare plans, specifications and the time schedules and so arrange his work so that there will be no

interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to do so will render the Contractor responsible for subsequent change found necessary and its cost.

However, the Contractor shall arrange necessary facilities to execute the work simultaneously with other agencies. No claim on this account shall be entertained by CIAL.

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29. INSURANCE FOR STAFF

The Contractor shall also take insurance for all his staff working at site against injury, loss of life etc., and no claims of compensation to the staff/workers will be entertained by the CIAL in this regard. The Contractor shall indemnify the CIAL against all such claims.

30. COMPENSATION FOR DELAY

If the Contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of CIAL on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

35. PHASING OF WORKS

The total period of this contract is 5 years. The work has to be carried out in phases as approved by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and also works of other Contractors/agencies. The detailed phasing provided in the particular specifications of contract.

39. STRUCTURAL ALTERATIONS TO BUILDINGS

1. No structural member in the building shall be damaged/altered, without prior approval from the Engineer-in-Charge.
2. Structural provisions like openings, pipes if any, provided by CIAL for the work, shall be used. Where these require modifications, such contingent or works shall be carried out by the Contractor, at his cost after the prior approval of Engineer-in-Charge.

40. CONFORMITY TO ACT, RULES AND REGULATIONS

- 40.1 All works shall be carried out in accordance with the provisions of Statutory Rules & regulations prevailing and amended upto date (date of call of tender unless specified otherwise).
- 40.2 The works shall also conform to relevant Indian standard Codes of Practice (COP), and ACI for the type of work involved.
- 40.3

IMPORTANT POINTS

1. The contract agreement shall be executed on a non-judicial stamp paper of value not less than Rs.200/-, and the cost of the stamp paper shall be borne by the Contractor.
2. The tender shall be valid for 120 days from the date of opening of price bid.
3. All tools, equipment and man power, including their housing, procurement of food stuff, medical aid etc. are to be arranged by the Contractor. Cost of Transportation of man power and materials shall be borne by the Contractor.
4. In the event of any dispute of any kind related to the works, decisions of the Engineer-in-charge shall be final and binding.
5. The Contractor shall be responsible for any damage resulting from his negligence to existing facilities/installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of the Engineer-in-charge.
6. Contractor has to comply necessary statutory requirements on Contract Labour Regulations and Abolition Act 1970 as well as do comprehensive insurance for his workmen before deploying them on the job.
7. The tenderer has to select the man power meeting the general/technical specifications mentioned in the tender.
8. The airport is fully functional. Work has to be carried out strictly as per the rules and regulations of the airport without causing inconvenience to the day to day operations.
9. The tenderer has to return the original tender document duly signed and stamped in all pages.
10. Tender with incomplete/ambiguous details are liable to be rejected without seeking any further clarifications.
11. Any variation in terms and conditions from general/special condition for payment, security deposit, etc. are not acceptable to CIAL.
12. CIAL shall not be responsible for any postal delay in respect of receipt of tender document, etc. It is the responsibility of the tenderer to make sure that the tender is received in time.
13. The tender document shall be submitted in a sealed cover addressed to The Managing Director, Cochin International Airport Ltd., Nedumbassery, Super scribing name of work, due date & time.

14. The tenderers printed terms and conditions shall not be considered for evaluation. Hence, no such documents need to be attached.
15. .
16. Contractor has to bear all the costs incurred in obtaining approvals if any from the statutory authority for the works. No charges will be reimbursed by CIAL on this account.
17. **IMPORTANT:** CIAL is an operational airport. Hence necessary precautions and measures should be taken by the Contractor for the implementation of project without affecting airport operations. Since the airport is fully functional, detailed plan, phasing, schedule and implementation of the work should be prepared by the Contractor and submitted before commencing the work.

47. ADDITIONAL CONDITIONS

I.

i. PARTIES:

- a. The parties to the contract are the Contractor and the Purchaser.

ii. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR.

A person signing the Tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contract. If it is discovered at any time that the person so signing has no authority to do so, the Managing Director, Cochin International Airport Limited, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

iii. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER.

For all purpose of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Managing Director, Cochin International Airport Limited. The Contractor shall be solely responsible for the consequence of any omission to notify any change of address in the matter aforesaid.

- II. Any communication or notice on behalf of the purchaser, in relation to the Contractor may be issued to the Contractor by purchaser and all such communications and notices may be served on the Contractor at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

1 .PERFORMANCE GUARANTEE:

A). **CONTRACT PERFORMANCE GUARANTEE:**

1.1. As contract security, the Contractor shall furnish a Bank Guarantee from a Nationalized Bank to this purchase order in favour of purchaser. The guarantee amount shall be equal to 5% of the gross value of the contract price excluding AMC value and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in this order and specifications. The guarantee shall be valid up to the commissioning of the project. The purchaser has the right to encash this bank guarantee if the performance is not satisfactory. The format of the Performance Guarantee is enclosed in this tender document.

B). contract

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4. VARIATION IN PRICES:

Prices quoted are firm and no escalation due to any reason whatsoever will be acceptable.

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8. DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the Purchaser may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the Purchaser of such claims.

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11. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:

11.1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days notice in writing to the Contractor of his decision to do so.

11.2. The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further activities related to the work terminated, and assist the purchaser in maintenance, erection, and disposition of the works acquired under the contract by the purchaser.

11.3. In the event of such termination the Contractor shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

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16. DEFECT AND JURISDICTION OF CONTRACT:

16.1.The contract shall be considered as having come into force from the date of issue of letter of award of the contract by the purchaser.

16.2.The Law applicable to this contract shall be the law enforced in India. The courts of Ernakulam shall have exclusive jurisdiction in all matters arising under this contract.

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19. DEFENCE OF SUITS:

If any action in court is brought against the contractor or an officer or agent of the contractor for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agent, Contractor, Workman, contract employees, the contractor shall in all such cases indemnify and keep the purchaser, and the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising of such action.

20. TAXES. PERMITS & LICENSES:

The contractor shall be liable to pay all non-Indian taxes, duties, levies, octroi, entry taxes etc lawfully assessed against the purchaser or the Contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian Law.

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22. TRANSPORTATION AND INSURANCE:

Transportation & related Insurance charges shall be the responsibility of the Contractor.

23. The conditions published in the Newspaper while inviting tender, specifications, undertaking from the tenderer, information to the tenderer, Proforma for Bank Guarantee for Performance Contract and Equipment Performance and General Terms and Conditions of purchase order shall form part of this contract agreement.

25.Statutory regulation:

The Contractor comply with the provision of Indian Contract Labour (Regulation and Abolition) Act of 1970, Indian Contract Labours (Regulation and Abolition) Central Rules 1971 and Minimum wages & Rules thereof and other related labour laws of Central and State Governments. You are also required to observe all statutory and legal requirements of Central and State Governments and other agencies applicable to the work as well as any local regulations applying to the site.

Contractor shall submit details of the employees deployed for this work at CIAL. Only after receiving the proof of compliance of PF, ESI & Minimum wage Act, for all the staff posted under this contract CIAL would be processing the payment for the works executed in the corresponding month. CIAL would have the right to share these details with the statutory agents if required.

SECTION IV

PARTICULAR CONDITIONS OF CONTRACT

1.0 General

The bidder should note that this is a contract for Management of LAN at Cochin International Airport (CIAL). The scope of the work is the Successful Operation and Administration of the system and services required for the satisfactory performance of the Local Area Network (LAN), Wi-Fi during the entire contract period. All the items of hardware, software, packages etc required for the safe and satisfactory operation of the Local Area Networks at CIAL are to be monitored and managed. This includes periodic updates of software and patches etc as required. Therefore, it shall be the responsibility of the bidder to ensure that all such requirements have been considered while submitting the tender. If there are any items conspicuously missing, the same may be specifically mentioned in the tender document. The bidder has to conduct a detailed site study before submitting the bid. No extra claim during the project period regarding any other item will be entertained This is a comprehensive work. If any items are missing or not specifically mentioned, the contractor must consider the same and include the same. No modifications/ additional of line items, material after awarding the work will be permitted.

The facilities like laptops, PC will be provided for the work purpose at site. External systems/ laptops are not permitted at CIAL.

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3.0 Operation & Maintenance Team

The support team during contract period should consist only of experienced persons. The contractor shall provide sufficient manpower onsite for operation and maintenance as per the tender conditions. The following minimum staff shall be deployed during the contract period.

1. In-charge (1 person) - at site during CIAL office hours. The In-charge shall be Degree/ Diploma holder with at least 8 years' experience in Networking. The Incharge shall have valid CCNP certification.

2. Shift technicians (2 person per shift) - 365 x 24 x 7 on shift basis

The shift technicians shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technicians shall have valid CCNA certification.

3. Technician for daily work coordination - 1 person during CIAL office hours

The technician shall be Degree/ Diploma holder having 4-year experience in LAN systems. The technician shall have valid CCNA certification.

There shall be a minimum of **9 (Nine)** technicians posted at site. The contractor may post additional manpower, if required, for managing the contract. However, the cost of the same shall be considered in the BoQ. The In-charge and duty technician shall be provided with duty mobile phones.

The contractor shall share the full biodata and experience details of the staff posted at CIAL. The performance of the staff **will be continuously evaluated** throughout the contract period. If the performance of the staff is found to be **not satisfactory** as per the requirement, the contractor shall replace the staff within a period of one week. **If the replacement has not been carried out, CIAL reserves the right to impose suitable penalty on the contractor. If either suitable staff are not posted at site, or if such replacements happen more than 5 times a year, CIAL reserves the right to appoint staff at the risk and cost of the contractor and may also terminate the contract and forfeit the security deposit submitted.** During any replacement, minimum 2 months onsite hand holding is required to be provided for the fresh staff to get accustomed with the work at site. Extra staff may be trained and kept as reserve for this purpose.

What is mentioned above is the minimum requirement. If required, contractor shall increase the manpower accordingly to meet the service level mentioned in this tender.

The staff shall belong directly to the contracting firm. The staff should provide the necessary documents to prove that they belong to the contracting firm. The staff should mark their attendance in presence of the engineer in charge. The staff shall be provided with uniforms and company ID. Necessary transportation should be provided by the contractor for his service person at site. The contractor shall keep sufficient manpower for reliever duty. The In-charge and technician on duty shall have dedicated mobile number with phones contactable 24/7.

Manpower shall be ensured at 99.9% availability. Failure of the SLA will result in suitable penalties as per mentioned in the tender.

4.0 Scope of Work

The scope of work includes

Network Management: Oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance. Any modifications are to be done after documentation and approval from concerned Engineer-In-Charge of CIAL.

Performance Monitoring: Continuously monitor network performance, bandwidth utilization, and latency to ensure optimal operation and address any performance bottlenecks.

Troubleshooting: Identify, diagnose, and resolve network issues, such as connectivity problems, security breaches, or hardware failures, in a timely manner.

Patch and Update Management: Regularly apply patches, updates, and security fixes to network devices and software to ensure protection against vulnerabilities.

Vendor Management: Collaborate with network equipment vendors and service providers for opening service tickets, troubleshooting service-related issues, and ensure timely support and follow up. Coordinate with service providers of various facilities at CIAL for smooth operation.

Documentation: Maintain accurate and up-to-date documentation of network configurations, protocols, and processes for reference and disaster recovery purposes.

Team Supervision: In-charge shall manage the technicians for assigning tasks, provide guidance, and oversee their professional development.

Device Connectivity: Troubleshooting of networking components of peripherals connected to the LAN (servers, computers and other devices).

5.0 Assumptions

The contractor is not supposed to make any assumptions in the contract. Any clarification required should be made in writing. Cases like 'No response from CIAL' would not entitle the contractor in taking his own assumptions. In such cases, the contractor could approach head of department of IT or Managing Director of CIAL for necessary action.

6.0 Training

The contractor shall provide sufficient training for the staff posted at CIAL regarding the operation and maintenance of the system.

7.0 Blank

8.0 OTHER TERMS & CONDITIONS:

The scope of the contract includes the entire system as a whole to its entirety. The 5-year AMC period would be reckoned from the date of award of work.

After the expiry of the 5th year contract, CIAL may consider to extend the contract for a further period of 3 more years with the same party, at a negotiated cost of not more than 5% annual increase over the cost of the previous year. The contractor shall agree for this.

The scope of the contract involves periodic maintenance/upkeep/cleaning of the equipment

Service Support during contract period

The response time and resolution time shall be categorized based on the following severity level:

Severity – High , Response time : 2 hours, Resolution time : 4 hrs

Severity – Medium , Response time : 4 hours , Resolution time : 12 hrs

Severity – Low , Response time : 6 hours, Resolution time : 48 hours

The severity level shall be classified as follows:

Severity – High , The system is down fully or partially and all break down equipment maintenance which seriously affect the operation of the system including critical data loss, operation down time, full or partial system shutdown.

Severity – Medium , Only few of the devices are down which can seriously affect the operation of the system if left unattended.

Severity – Low, Minor complaints and all equipment break down maintenance which does not affect the operation of the systems.

All the system shall have 99.5% monthly availability.

Suitable penalty as per the tender conditions will be charged for noncompliance with the SLA. This is applicable for all 365 days in the year.

All the cost incurred during the operations and maintenance contract period like labour, materials, transportation, lodging, freight, taxes etc. should be borne by the contractor..

Tools and equipment: All necessary tools and equipment required for the maintenance work should be provided by the firm at no extra cost. The maintenance staff shall be provided with sufficient tools like tone tester, Optic fibre power meter etc for the proper maintenance of the system.

Vehicle for maintenance: The contractor shall arrange their own vehicle for movement of staff for carrying out the maintenance activities during the contract period. Necessary airside entry and airside driving permits for the vehicle and drivers shall be arranged by the contractor.

Security regulations: The contractor's maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the contractor. All the laws of the land should be abided by the contractor.

Safety Requirements:- The firm has to take care of all the required safety procedures related to the work.

Log Books & Registers: Necessary logbooks, Maintenance registers, Snag register etc. are to be properly maintained as per the instruction of Engineers of CIAL. The contractor shall have a tool for recording the complaints and providing the SLA compliance reports to CIAL on a regular basis.

The contractor has to share the escalation matrix to CIAL. Also daily issue log to be accessible to CIAL.

Service report: The monthly service report shall be submitted to the Engineer in charge.

Payment: The operations & maintenance charges for each year will be paid in equal monthly installments payable after successful and satisfactory completion of the maintenance contract for that month and submission of required and relevant service reports.

The contractor has to provide the monthly PF, ESI compliance reports for all employees employed at site for releasing the man power charges. If there is any shortcoming in the compliance report, suitable amount including penalty will be deducted while releasing the payment to the contractor.

Security Deposit

The contractor has to submit 10% of the contract amount for each year of the contract as Security Deposit. The same can be submitted as an equivalent, unconditional, irrevocable bank guarantee valid up to 90 days after the yearly contract period.

Penalty for noncompliance with SLA

If the contractor does not perform the duties as per this contract during the contract period, CIAL reserves the right to charge necessary penalty to the contractor.

The penalty for non-compliance will be applicable for the entire contract period. As per the tender condition, all high severity complaints/failures/changes etc should be rectified within 4 hrs after receiving the complaint call, all medium severity complaints should be rectified or not exceeding 12 hrs after receiving the complaint call and all low severity complaints should be rectified not exceeding 24 hrs after receiving the complaint call.

For complaints/changes that fails to meet the tender terms and conditions during the contract period, CIAL will be charging suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of bank guarantee, CIAL reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the contract period, CIAL will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL will charge penalty of 4.9% of the Security Deposit)

The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. CIAL reserves the right to recover the damages due to the malicious activities from the contractor in case of such an event.

10.0 Liability limitation

If a third party claims that the deliverable materials provided to CIAL by the contractor infringe the third party's copy right or patent right, the contractor should defend CIAL against that claim at its

expense and pay all costs, damages, court charges etc that a court finally awards or that included in a settlement.

Notwithstanding anything to contrary in the tender, contractor's aggregate liability for direct damages under this contract shall not exceed the charges paid by CIAL to contractor during the total contract period. This limit shall not apply to damages for bodily injury (including death), and damage to real property and tangible personal property for which contractor is legally liable. The Contractor shall in no event be liable for indirect and consequential damages, loss of /damage to data and third party claims except as provided in this contract. CIAL shall provide prompt notice of any third party claim and permit contractor to have sole control of the defense of such third party claims.