

The Guiding Bidding Documents (GBD) for selection of EPC Contractor for the “Development of Kovalam & Adjacent Beaches” in Thiruvananthapuram, Kerala

(Tender No. WAP/INFRA/KERALA/2024/TSM/480-1
Issued on: (19.08.2024))

Corrigendum – 01 dated 24.09.2024

1. Amendments in Volume I – Request for Proposal (RFP) – NIT & ITB

The following modifications are made in the RFP:

1. In Page 7/137, NIT, “**18 months**” in Completion period of work is replaced with “**21 months**”
2. In Page No. 12/137, Definitions, item no. 3 stands revised as “***Authority’s Engineer***” shall mean ***M/s. KIIFCON Private limited.***”
3. In Page No.12/137, Definitions, item no. 11, “***Completion Certificate***” stands deleted
4. In Page No.13/137, Definitions, in item no. 14, ***the last sentence***, stands deleted.
5. In Page No. 13/137, Definitions, item no. 15 stands revised as “***Shall mean an Engineer appointed by the Employer who shall act as per GCC.***”
6. In Page No. 14/137, Definitions, the following is added as item no. 31. “***Diaphragm wall shall mean diaphragm wall or other coastal line protection using ultra high-performance fiber reinforced concrete of sheet piles with appropriate design.***”
7. In Page No. 18/137, Sub-Clause 1.1.3, 2nd paragraph is replaced in its entirety by “***The main objectives of the Project are as follows.***
 - ***Develop infrastructure facilities at Hawa Beach and Lighthouse Beach.***
 - ***Renovate the Silent Valley Sun Bath Park.***
 - ***Demarcate the boundary of Adimalathura Beach.***
 - ***Develop Corporation land.***
 - ***Work towards obtaining Blue Flag certification.***
 - ***Develop the existing public infrastructure at Kovalam Beach to improve the built environment and the local standard of living.***
 - ***Transform the beach in a sustainable manner.***
 - ***Provide beach accessibility for all, including differently abled individuals.***
 - ***Design and construction of Geo tube based offshore coastal protection measures for Light House Beach.***”
8. In Page No. 21/137, in Sub-Clause 1.2 KIT, in item no. 17 stands revised as “***5.0% of the Contract Price for Works and 5.0% of the O&M cost for O & M as specified in Volume -1 RFP, Clause 2.1.9***”, in item no. 19 “***Performance Certificate***” is replaced with “***Taking Over Certificate***” in item no. 20, “***Performance Certificate***” is replaced with “***Taking Over Certificate***”. Item no. 22 & 23 “***09/09/2024***” is replaced with “***30/09/2024***”. Item no. 24. “***10/09/2024***” is replaced with “***1/10/2024***”.
9. In Page No. 22/137, In Sub-Clause 1.2.2, in item (ii), “***Completion Certificate***” is replaced with “***Taking Over Certificate***” and in item (iii) 2nd sentence is replaced with “***O&M period shall start from date of issuance of Taking Over Certificate/ taking over.***”
10. In Page No. 28/137, Sub-Clause 2.1.1 (2nd sentence), “***Performance Completion and Facility Acceptance***” is replaced with “***Taking Over Certificate and taking over***”.

11. In Page No. 29/137, Sub-Clause 2.1.7, “*letter of acceptance*” is replaced with “*Letter of Award (LOA)*”.
12. In Page No. 29/137, Sub-Clause 2.1.9 replaced in its entirety by the following: “*The Bidder, whose tender is accepted, will be required to furnish Performance Security as specified below:
The Performance Security shall be the sum equivalent to 5.0 % of the Contract Price and 5.0 % of the O & M cost for the O& M. Atleast 50% of the Performance Security shall be in the form of Treasury fixed deposit as per G.O(P)No.429/15/Fin dated 28.09.2015. The successful bidder can submit balance of the Performance Security in the form of a Bank Guarantee issued by a Nationalized bank or a Scheduled Bank in India. This Bank Guarantee shall be in favour of the Employer as per Form B of Annexure I.
Performance Security for O&M period as per Form P shall be submitted 1 month prior to issue of Taking Over Certificate. The same shall be in favour of the Authority.
Additional Security Deposit/ Bank Guarantee is applicable in case of abnormally low bids/ unbalanced bids.*”
13. In Page No. 32/137, Sub-Clause 2.2.2, item (b), in first sentence “*Clause 2.4*” is replaced with “*Clause 2.3.*”
14. In Page No. 33/137, Sub-Clause 2.2.2, item (e) is replaced with the following in its entirety: “*(e) The Bidder should be registered under company act 2013 as Limited/ Private Limited or Proprietorship/Partnership firm or Registered Cooperative Society/ Corporation or Individual. Relevant proof of registration shall be submitted by the bidder.*”
15. In page no. 34/137 subclause 2.3, 1st sentence is replaced with “*Similar Works means, Infrastructure Development Projects satisfactorily completed for Central Government/State Government Department/PSUs or Private Organizations/client. However, the work should have been undertaken by the Bidder as the Principal Contractor and not as sub-contractor. Infrastructure refers to List of Sub-sectors for infrastructure lending by Reserve Bank of India vide no. RBI/2013-14/378 DBOD.BP.BC No.66/08.12.014/2013-14, dated Nov 25, 2013. Satisfactorily completed means the project has achieved 100% physical progress and at least 90% financial progress of the contract value -original or modified as the case may be.*”
16. In Page no. 34/137 subclause 2.3, 2nd paragraph, “*Completion Certificate*” is replaced with “*Taking Over Certificate*”.
17. In Page 34/137, in Sub-Clause 2.3, under Similar works in the first sentence of the second paragraph “*foreign nations*” stands deleted.
18. In Page No. 35/137, Sub-Clause 2.4 (a) Turnover, (b) Profit/Loss and (d) Bid Capacity, “*criteria*” is replaced with “*criterion*”
19. In Page No.41/137, in Sub-Clause 2.9.5, is replaced with the following in its entirety: “*Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, for goods and services except as provided in the Contract. Price Adjustment is applicable for O&M cost is in accordance with Table-2 of Appendix – 2 Schedule of Payments (revised as per this corrigendum).*”
20. In Page No. 44/137, Sub-Clause 2.14, in item A II (b), “*WAPCOS Limited*” stands deleted.
21. In Page No. 47/137, Sub Clause 2.21.3, item (b), “*WAPCOS Limited*” is replaced with “*the Employer*”
22. In Page No. 53/137, Sub-Clause 3.4.2, “*a Letter of Acceptance (the “LOA”)*” is replaced with “*LOA*”
23. In Page No. 59/137, in Sub-Clause 6.3, “*Completion Certificate*” is replaced with “*Taking Over Certificate*”

24. In Page No. 65/137, under **Workmanship**, in the Table, “*Minimum Manpower*” is replaced with “*Minimum manpower in each working shift of 8 hours*”
25. In Page No. 61/137, Sub-Clause 6.7 (a), the following is added at the end: “*The cost of shifting utilities borne by the Contractor shall be reimbursed on actual basis.*”
26. In page no. 61, Sub-Clause 6.6 the following is added as: (x) “*In case of delay in obtaining the mandatory CRZ clearance (wherever applicable), for reasons not attributable to the Contractor, the period of such delay shall not be considered for reckoning the Project Completion Period, as per the Contract Agreement. However, the Contractor shall start and complete those components of the Project for which CRZ clearance is not applicable.*”
27. In Page No. 63/137, in Sub-clause 7.1 “*performance/ completion certificate/ handover*” is replaced with “*Taking Over Certificate/ taking over*”.
28. In Page No. 64/137, in Sub-clause 7.2 “*completion certificate/ handover*” is replaced with “*Taking Over Certificate/ taking over*”. and “*12 years*” is replaced with “*15 years*”
29. In Page 69/137, Sub-Clause 7.15 stands replaced with the following in its entirety:
“*Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, for goods and services except as provided in the Contract. Price Adjustment is applicable for O&M cost is in accordance with Table-2 of Appendix – 2 Schedule of Payments (revised as per this corrigendum).*”
30. In Page No. 81/137, ADDON to FORM “A”, item no. (v), “*Completion Certificate*” is replaced with “*Taking Over Certificate*”
31. In Page No. 85/137, FORM T-2, item no.10 and in the Note:, “*Completion Certificate*” is replaced with “*Taking Over Certificate*”.
32. In Page No. 122/137, FORM “N” FORMAT FOR MOU / AGREEMENT FOR JOINT VENTURE, in point 3. “*WAPCOS*” stands deleted.

2. Amendments in Volume III – Particular Conditions of Contract (PCC)

The following modifications are made in the PCC

PART A - CONTRACT DATA

Conditions	Sub-Clause	Data
Employer’s Representative	1.1.30	Shall mean an Engineer appointed by the Employer who shall act as per GCC.
Contract Agreement	1.6	Time for the Parties to sign a Contract Agreement within 21 days after receipt of Letter of Award. The cost of stamp duties and similar charges if any imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.
Contractor’s Obligation	4.2.1	The Contractor shall deliver the Performance Security to the Employer before signing of the Contract.
Subcontractors	4.4 (a)	Replace with the following: Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price) is 50% of the Contract Price

Conditions	Sub-Clause	Data															
Delay Damages	8.8	2 % of Performance Security per day, subject to a maximum amount of 10% of the Contract Price. The Delay Damages shall be recovered from payments due to the Contractor.															
Adjustments for Changes in Cost	13.7	Price escalation will be applicable as per G.O(P)No. 84/2023 dated 16.08.2023 amended at that point of time.															
Contract Price and Payment	14	As per Volume III - PCC, Appendix 2 Schedule of Payments, in table 1, the sum of items A, B & C constitutes the Contract Price.															
Milestones	14.3	<p>Milestone shall be submitted by the Contractor within 15 days from the date of LOA to the Employer’s Representative and it shall be mutually finalized by the Employer / Authority’s Engineer and the Contractor. The payment shall be made on achieving the milestone as per the GBD</p> <p>The Contractor shall submit the Milestone in the below format:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Description of a part of the Plant or of the Works that shall be designated a Milestone for the purposes of the Contract</u></th> <th style="text-align: center;"><u>Time for Completion</u></th> <th style="text-align: center;"><u>Delay Damages (as a percentage of Final Contract Price per day of delay)</u></th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">___days</td> <td style="text-align: center;">____%</td> </tr> <tr> <td></td> <td style="text-align: center;">___days</td> <td style="text-align: center;">____%</td> </tr> <tr> <td></td> <td style="text-align: center;">___days</td> <td style="text-align: center;">____%</td> </tr> <tr> <td></td> <td style="text-align: center;">___days</td> <td style="text-align: center;">____%</td> </tr> </tbody> </table> <p>Summary of Milestones</p>	<u>Description of a part of the Plant or of the Works that shall be designated a Milestone for the purposes of the Contract</u>	<u>Time for Completion</u>	<u>Delay Damages (as a percentage of Final Contract Price per day of delay)</u>		___days	____%		___days	____%		___days	____%		___days	____%
<u>Description of a part of the Plant or of the Works that shall be designated a Milestone for the purposes of the Contract</u>	<u>Time for Completion</u>	<u>Delay Damages (as a percentage of Final Contract Price per day of delay)</u>															
	___days	____%															
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	___days	____%															
Schedule of Payments	14.4	Attached as Appendix 2															
Release of Retention Money	14.7	In this Sub-Clause, the term “ <i>Performance Certificate</i> ” is replaced with “ <i>Taking Over Certificate</i> ”															
Notice to Correct	15.1	After receiving a “ <i>Notice to Correct</i> ”, the Contractor shall respond within 7 days.															
Constitution of the DAAB	21.2	Appointing entity (official) for DAAB members will be the Secretary, Department of Tourism, Govt. of Kerala															
Amicable Settlement	21.5	Direct Negotiation/ Mediation by Senior Executive from each of the parties.															

PART B – SPECIAL PROVISIONS

Sub-Clause 1.1.27 Employer	Replace with the following: “Employer means the person, named as the Employer in the Contract Agreement and Contract Data, appointed by the Authority to manage the Project on behalf of the Authority, and the legal successors in title to this person.”
Sub-Clause 1.1.41 JV Undertaking	In sub-paragraph (b) “leader” is replaced with “Lead Member”
Sub-Clause 1.1.81 Authority	“Authority” means the person named as Authority in the Contract Agreement and the legal successors in title to this person. He is the owner of the Project and to whom on completion, the Project will be finally handed over.
Sub-Clause 1.1.82 Authority’s Engineer	“Authority’s Engineer” appointed by the Authority, who will act on behalf of the Authority as mentioned in Appendix-1 of PCC.”
Sub-Clause 1.1.83 Lead Member	“Lead Member” in the case of a JV, means the member of such JV who shall have the authority to bind the Contractor and each member of the JV; and shall be deemed to be the Contractor for the purposes of this Contract and cannot be substituted.
Sub-Clause 1.1.84 Milestone	“Milestone” means targets to be achieved in the Project specified as a part of the Plant and/or a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.24 [Milestones], but is not to be taken over by the Employer after completion.”
Sub-clause 1.1.85 Milestone Certificate	“Milestone Certificate” means the certificate issued by the Employer’s Representative under Sub-Clause 4.24 [Milestones].”
Sub-Clause 1.2 Interpretation	(g) is replaced with the following: (g) “consent” means that the Authority or Employer or the Contractor (as the case may be) agrees to, or gives permission for, the requested matter;
Sub-Clause 1.13 Joint and Several Liability	In sub-paragraph (b), “leader” is replaced with “Lead Member”
Sub-Clause 2.7 Authority’s Engineer	<i>New Sub-Clause added as follows: “The role of the Authority’s Engineer shall be in accordance with the Appendix 1 – “Roles and Responsibilities of the Authority’s Engineer” of this PCC. Notwithstanding anything contained herein, in the event of disagreement among the Employer, the Contractor and the Employer Representative, the decision/recommendation of the Authority’s Engineer shall be final and binding on all Parties.”</i>
Sub-Clause 4.2.1 Contractor’s Obligations	The first sentence of first paragraph is replaced with the following: “The Contractor shall deliver the Performance Security to the Employer prior to signing the Contract Agreement.”
Sub-Clause 4.9.1 Quality Management System	In this Sub-Clause, 1 st paragraph is replaced with the following:

	<p>"The Contractor shall prepare and implement a QM System to demonstrate compliance with the requirements of the Contract. The QM System shall be specifically prepared for the Works and submitted to the Employer within 28 days of the Commencement Date. The QM System shall also include a Quality Assurance Plan (QAP) to establish a quality control mechanism, and the Contractor shall, within 28 days of the Commencement Date along with the QM system, submit to the Employer's Representative its Quality Assurance Plan which shall include the following:</p> <p>(a) organisation, duties and responsibilities, procedures, inspections and documentation;</p> <p>(b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Employer's Requirements and Good Industry Practice; and</p> <p>(c) internal quality audit system.</p> <p>The Employer's Representative shall convey its comments to the Contractor within a period of 21 days of receipt of the QAP stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of this Sub-Clause. Thereafter, whenever the QM System is updated or revised, a copy shall promptly be submitted to the Employer."</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>Add the following between the first sentence and the first paragraph is replaced with the following:</p> <p>"All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the Authority."</p> <p>Second sentence of the second paragraph is replaced with:</p> <p>"This Notice shall describe the finding and the Employer shall issue instructions for dealing with it in consultation with the Authority/Government Instrumentality."</p>
<p>Sub-Clause 4.24 Milestones</p>	<p>This New Sub-Clause added:</p> <p>If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.</p> <p>If certain parts of the Works are to be completed within certain times but the Employer shall not take over such parts when completed (as distinct from the parts of the Works which the Employer shall take over after completion and defined as Sections in the Contract Data) such parts of Works shall be clearly described in the Employer's Requirements as 'Milestones'.</p> <p>The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the Milestone, as stated in the Contract Data, calculated from the Commencement Date. The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion for each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Contractor may apply, by Notice to the Employer's Representative, for a Milestone Certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Employer's Representative shall, within 28 days after receiving the Contractor's Notice:</p>

	<p>(a) issue the Milestone Certificate to the Contractor, stating the date on which the works of the Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.</p> <p>The Contractor shall then complete the work referred to in sub-paragraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause. If the Employer’s Representative fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are complete in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.</p> <p>If Delay Damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <p>(i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay Delay Damages to the Employer for this default;</p> <p>(ii) such Delay Damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;</p> <p>(iii) these Delay Damages shall be the only damages due from the Contractor for such default;</p> <p>(iv) the Delay Damages thus received by the Employer may be reimbursed to the Contractor in case where the Contractor is able to achieve the delayed Milestone along with the subsequent Milestone on time; and</p> <p>(v) the total amount of Delay Damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor’s liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).</p>
<p>Sub-Clause 6.2 Rates of Wages and Conditions of Labour</p>	<p>The following is added after the first paragraph as the second paragraph: “The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.”</p>
<p>Sub-Clause 6.6 Facilities for Staff and Labour</p>	<p>The following is added before paragraph: The Contractor shall make arrangements at his own expense for labour camp / accommodation for labour and staff to be employed for execution of the work and their conveyance to Site. Proper ID Cards shall be got approved /authorized by the contractor from the Employer’s Representative to authorize the Contractor's staff and workers to enter the Site.</p>
<p>Sub-Clause 9.1 Contractor’s Obligations</p>	<p>After the third paragraph, add the following: “In any case, the Test on Completion shall be carried out in the presence of the Authority’s Engineer wherever so demanded by the Authority’s Engineer.”</p>
<p>Sub- Clause 11.9 Performance Certificate</p>	<p>In the second paragraph, “DAAB” is replaced with “Authority”</p>
<p>Sub-Clause 12.1 Procedure for Test After Completion</p>	<p>The second paragraph is replaced with the following: “In any case, the Test after Completion shall be carried out in the presence of Authority’s Engineer wherever so demanded by the Authority’s Engineer.”</p>

	The Authority/Employer shall provide all electricity, water, sewage services (if applicable), fuel, consumables, materials, and make the Employer's Personnel and Plant available for the Tests after Completion. The Contractor shall:"
Sub-Clause 13.3.1 Variation by Instruction	The following is added at the end of the Sub-Clause: "For any additional depth/height of any individual diaphragm wall unit (including underground & over ground) over and above 6(six) meters, which is considered for estimation, will be eligible for additional payment as per actual, over and above the Contract Price. The Bidder shall make its own assessment for determining the depth of diaphragm wall underground on the basis of site conditions and soil investigation and shall submit a detailed design along with necessary technical documents. The payment for additional work/quantity shall be determined on the basis of applicable/extant Schedules of Rates of Government of Kerala." Geo tube units with 2 layers of 15 m circumference and 20 m length across the length of the Light house beach is considered for estimation. Any variation necessitated as result of the study, duly approved by the Authority's Engineer, will be eligible for additional payment as per actual, over and above the Contract Price.
Sub-Clause 13.7 Adjustments Changes in Cost for	Amend by deleting the entire contents of the Sub-Clause and replacing with the following: Price escalation will be applicable as per G.O(P)No. 84/2023 dated 16.08.2023 as amended at that point of time.
Sub-Clause 15.1 Notice to Correct	The first sentence of the first paragraph is replaced with the following: "If the Contractor fails to carry out any obligation under the Contract the Employer, under intimation to the Authority's Engineer, may by giving a Notice to the Contractor, require the Contractor to make good the failure and to remedy it within a specified time ("Notice to Correct" in these Conditions). The Notice to Correct shall:"
Sub-Clause 15.2.1 Notice	The first sentence of the first paragraph is replaced with the following: "The Employer shall, with the consent of the Authority's Engineer, be entitled to give a Notice (which shall state that it is given under this Sub-Clause 15.2.1) to the Contractor of the Employer's intention to terminate the Contract if the Contractor:"
Sub-Clause 17.3 Intellectual and Industrial Property Rights	In 3 rd paragraph (1 st sentence), "The Employer" is replaced with "The Authority, the Authority's Engineer and the Employer," In 4 th paragraph (1 st sentence), "the Employer" is replaced with "The Authority, the Authority's Engineer and the Employer," The the 5 th paragraph "Employer's Personnel" is replaced with "Employer's /Authority's Personnel"
Sub-Clause 17.4 Indemnities Contractor by	The term "the Employer" mentioned in this Sub-Clause shall be replaced with "the Authority, the Authority's Engineer the Employer, the Employer's Personnel, and their respective agents"
Sub-Clause 17.5 Indemnities Employer by	In 1 st paragraph (1 st sentence), "The Employer" is replaced with "The Authority, the Authority's Engineer and the Employer,"
Sub-Clause 18.5 Optional Termination	In third paragraph, sub-paragraph (b) is replaced with the following in its entirety: "(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. This Plant and Materials shall become the property of (and be at the risk of) the Authority when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal"

Sub-Clause 21.1 Constitution of the DAAB	In the fourth paragraph, “Parties” is replaced with “members”
Sub-Clause 21.2 Failure to Appoint DAAB Member(s)	In the paragraph after sub-paragraph (d), “the President of FIDIC or a person appointed by the President” is replaced with “the Authority” The last paragraph is deleted

Appendix 1

Roles and responsibilities of the Authority's Engineer

1. The Authority's Engineer

The Authority's Engineer shall perform its duties and discharge its functions on behalf of the Authority, in accordance with the provisions in these conditions and shall have the final decision in respect of the matters specified below:

- a) Extension of Time (EoT);
- b) Determination of Variation and Adjustments (Clause 13 of GCC);
- c) Termination as per Clause 15 of GCC;
- d) Decision with respect to curing of major defects and damages which will affect the functioning of the Project;
- e) Oversight of Tests on Completion and Tests after Completion;
- f) Delays on the part of the Employer due to which damages are to be paid to the Contractor;
- g) Determination in matters of discrepancy between the Employer and the Contractor.
- h) any other matter which falls beyond the power of the Employer.

The Authority's Engineer shall obtain approval from the Authority prior to performing duties under item (c).

2. Authority's Engineer and the Employer

- (i) The Employer shall refer the matter with all supporting data to the Authority's Engineer in the matters related to subparagraph (a) to (h) under item 1. The Authority's Engineer shall give his /her decision/response to the matters referred by the Employer within 7 days. In case of any matter to be agreed or determined under these conditions, the Employer's Representative shall proceed under sub-clause 3.5.1 [*Consultation to Reach an Agreement*] to achieve an agreement between the Parties on the matter referred. If the Parties fail to reach an agreement, then the Employer's Representative shall inform the matter to the Employer and the Employer shall refer the matter to the Authority's Engineer, who shall act in place of Employer's Representative, as per sub-clause 3.5.2 [*Employer's Representative's Determination*].
The Authority's Engineer shall make a fair determination of the matter or Claim, in accordance with the Contract, taking due regard of all relevant circumstances. Within the time limit for determination under Sub-Clause 3.5.3 [*Time limits*], the Authority's Engineer shall give the Notice to both Parties of determination by the Authority's Engineer. This Notice shall state that it is a "Notice of the Authority's Engineer's Determination", and shall describe the determination in detail with reasons and detailed supporting particulars. However, in case of Sub-Clauses 13.3.1 [*Variation by Instruction*], 13.3.2 [*Variation by Request for Proposal*], 15.3 [*Valuation after Termination for Contractor's Default*], 15.6 [*Valuation after Termination for Employer's Convenience*], 18.5 [*Optional Termination*], 20.1 [*Claims*], 20.2.5 [*Agreement or Determination of Claims*] the Authority's Engineer shall follow the procedure under Sub-Clause 3.5.1 [*Consultation to reach an agreement*], in addition to the role under revised Sub-Clause 3.5.2 [*Authority's Engineer's determination*].
- (ii) The Authority's Engineer shall assess the case and give his/her recommendation/decision in the matters referred by the Employer in the following Sub-Clauses:
 - Sub-Clause 1.1.26 [*Dispute*]

- Sub-Clause 1.1.49 [*Notice of Dissatisfaction (NOD)*]
- Sub-Clause 1.3 [*Notices and other communications*]
- Sub-Clause 8.5 [*Extension of Time for Completion*]
- Sub-Clause 9.1 [*Contractor's Obligations*]
- Sub-Clause 11.4 [*Failure to Remedy Defects*]
- Sub-Clause 13.2 [*Value Engineering*]

(iii) In the following Clauses and Sub-Clauses, whenever an agreement cannot be arrived at, the Employer will refer the matter to the Authority's Engineer who will act as mandated, and convey the decision to the Employer.

- Sub-Clause 3.5.1 [*Consultation to reach agreement*]
- Sub-Clause 3.5.2 [*Employer's Representative's determination*]
- Sub-Clause 3.5.3 [*Time Limits*]
- Sub-Clause 3.5.4 [*Effect of the agreement or Employer's Representative's determination*]
- Sub-Clause 3.5.5 [*Dissatisfaction with Determination*]
- Sub-Clause 13.5 [*Day Work*]
- Sub- Clause 14.4 [*Schedule of Payments*]

Appendix 2

SCHEDULE OF PAYMENTS

Key Components of the Project including all Mechanical, Electrical and Plumbing (MEP) and Other Allied Associated Items/Services of Works for successful completion and commissioning of the Project for which the following Payment Milestones and Deliverables shall be strictly adhered to:

1. Development of Silent Valley Sun Bath Park (Refer Cl. 1.2.2.1 and Cl. 1.2.3 of Volume IV – Employer’s Requirements)
2. Development of Beachfront side Infrastructure (Hawa, Light House Beach front & Adimalathura Beachfront) (Refer 1.2.2.2 and Cl. 1.2.3 of Volume IV – Employer’s Requirements)
3. Development of Corporation Land (Refer 1.2.2.3 and Cl. 1.2.3 of Volume IV – Employer’s Requirements)
4. Development of Edakkal Rock Bridge (Refer 1.2.2.4 and Cl. 1.2.3 of Volume IV – Employer’s Requirements)
5. Operation & Maintenance (O&M) for Fifteen (15) Years (Refer Cl. 1.2.4 of Volume IV – Employer’s Requirements)

The stage wise payment milestones and deliverables have been enumerated in **TABLE-1**.

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost		Deliverable Timeline
		Subgroup	Cumulative	
A.	SURVEY, INVESTIGATION, PLANNING, DESIGN, ENGINEERING & DRAWINGS	3.0%	-	3 Months from Date of Commencement
i.	On submission of Quality Assurance Plan, Safety Plan, Project Execution Plan, CESMP, etc. to be mentioned with date of submission for approval.	0.3%	0.3%	

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost		Deliverable Timeline
		Subgroup	Cumulative	
ii.	On approval of Employer/Employer's Representative or Authority's Engineer, the survey, investigations, Planning, Design and Architectural and other Associated Drawings submission for approval of Local Bodies and Statutory Authorities before commencement of works.	0.3%	0.6%	-
iii.	On obtaining of Structural Scrutiny and recommendation for approval of designs from many Government Engineering College as per relevance and directions of Employer/Employer's Representative or Authority's Engineer	0.6%	1.2%	-
iv.	On obtaining all Required Approvals from statutory authorities and local bodies for commencement of Construction as per requirements and directions of Employer /Employer's Representative or Authority's Engineer.	0.6%	2.4%	-
v.	On submission of Project Execution Drawings to Employer /Employer's Representative or Authority's Engineer	0.6%	3.0%	-

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost		Deliverable Timeline
		Subgroup	Cumulative	
vi.	On submission of all Good for Construction (GFC) drawings as per requirements and directions of Employer/ Employer's Representative or Authority's Engineer.	0.6%	3.0%	-
B	CONSTRUCTION (End of the Quarter)	90.0%	93.0%	17Months from issuance of GFC
i.	2 nd Quarter on achieving financial progress of 20%	18.0%	21.0%	-
ii.	3 rd Quarter on achieving financial progress of 40%	18.0%	39.0%	-
iii.	4 th Quarter on achieving financial progress of 60%	18.0%	57.0%	-
iv.	5 th Quarter on achieving financial progress of 80%	18.0%	75.0%	-
v.	6 th Quarter on achieving financial progress of 100%	18.0%	93.0%	-
C	COMPLETION/ COMMISSIONING (In the 6th Quarter)	7.0%	100%	1 Month from 100% Financial progress
i.	Installation, Testing, Trail Run and Commissioning	6.0%	99.0%	-
ii.	Submission of As-Built Drawings to the Employer	1.0%	100.0%	-
				21 Months
D	OPERATION AND MAINTENANCE			
	Percentage payment for O&M (15 years) (Payment Schedule shall be as per Table 2)	100% of the Awarded Component B – O&M Cost as per Section C of Volume VI – Financial Bid	100.0%	
	TOTAL	100.0%	-	

TABLE 2		
PAYMENT SCHEDULE FOR O&M		
S. No.	At the End of	Payment of O&M Cost
	Every year (1-15 years)	1/15th of the amount quoted, indexed/adjusted for change in Price Index Multiple.

Note:

- i. The successful bidder shall submit a component-wise payment schedule based on the physical progress of the work which will be accepted by the Employer. This document will be made part of the agreement, and the activity will be completed before signing the agreement.
- ii. In case, a certain milestone is not applicable in a particular component then the corresponding payment can be claimed along with the subsequent milestone of the same component.
- iii. The total completion period of the Project as per scope of work shall be 21 months and no additional time will be allotted to the successful bidder unless approved by the Employer.
- iv. Payment for Operation and Maintenance for Fifteen (15) Years shall be released each year of successful conducting services to operation & Maintenance as per terms and conditions laid in the payment milestone for O&M period.
- v. During O&M period, 1st Year shall start from date of issuance of Taking Over Certificate or taking over whichever is later. On the recommendation of the Authority, the Funding Agency shall release payment due to the Contractor after deducting damages if any.
- vi. The Lump-sum quote for O&M price for each component as mentioned in Financial Bid shall be paid in equal instalments for the period of 15 years. That means 1/15th of the amount quoted will be paid every year subject to price adjustments as explained below.
- vii. The O&M Price payable per year will be indexed/adjusted for change in Price Index Multiple.
- viii. Price Index Multiple- means, the variation multiple in the O&M Price Index (OPI), which is calculated by dividing the price index on the Reference Index Date preceding the date of the Invoice by the price index on the Reference Index Date preceding the Bid Due Date. For the avoidance of doubt and by way of illustration, if (a) the price index on the Reference Index Date preceding the Bid Due Date, say 10 September, 2024, is 200; (b) the Invoice is submitted on 15 April, 2025; and (c) the price index as on 31 March, 2025 is 210, then the Price Index Multiple for determination of the amount due in respect of such Invoice shall be 1.05.
- ix. Reference Index Date - means, in respect of a specified date, the last date of the preceding month with reference to which the O&M Price Index is revised.
- x. O&M Price Index (OPI) shall comprise of: 60% of CPI; and 40% of WPI.

APPENDIX 3
PREAMBLE TO FINANCIAL BID

- a) The Contractor shall be deemed to have read and examined the Tender Document before quoting the rates. The Drawings, Specifications, Schedules etc. are to be considered explanatory to each other and no advantage shall be taken of any omission in tender documents.
- b) It is mandatory for the Contractor to visit the site and make himself thoroughly aware of the site conditions, assess and account for all possible difficulties and requirements mentioned elsewhere in this bid prior to submission of his bid. It will be considered that Contractor has quoted this work with full and complete knowledge of the site and prevailing condition and no claim for additional compensation shall be entertained on this account.
- c) The Contractor shall be deemed to be fully conversant with the site condition, the nature and type of the work to be undertaken, the other development and construction work being executed or which may be executed on and around the Site and all changes in the condition of the site from that existing at the time of Tender and have made full allowance in his Tender for the same.
- d) General directions and descriptions of scope of work and materials given in Specifications or shown in the Drawings are not necessarily repeated in the component and reference is to be made to the Specification and the Drawing for information.
- e) No payment shall be made to the Contractor for any surplus quantity of material brought at Site or wastage.
- f) The rates quoted in the financial bid schedule shall be all inclusive value for the work described and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including surveying, setting out, plant, labour, supervisor, materials, erection, maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract.

Under Volume VI Financial Bid (BoQ) against each item description, there are two amounts to be filled

- i) Cost of construction of component.
- ii) O&M cost for 15 years for that particular component.

There are in total six components.

For financial evaluation, the cost of construction of 6 components will be added together to arrive at the Contract Price (A). Similarly, O&M cost for these 6 components will be added together to arrive at the total O&M cost (B).

For evaluation of the tender, the total of (A) & (B) i.e. (A+B) will be considered.

- g) The basis of payment will be on milestone achieved, as approved by the Employer's Representative.
- h) No allowance will be made for wastage, rolling margin, working space, bulkage or shrinkage, etc.
- i) All works shall be carried out strictly as per Specifications and standards only.
- j) All works such as obtaining necessary permissions, supply connections, etc. relating to establishing of electric supply, water supply from the related agencies to all the units constructed under this contract are required to be carried out by the Contractor.
- k) The rates quoted are to be considered as the full inclusive rate for the finished work, covering all labour, material, royalties, lease, wastage, rent, temporary work, plan equipment, overhead charges and profit etc., unless otherwise specified.
- l) The Bidders shall be deemed to have allowed in his price, provision for survey, designs, field

investigations, site clearance, contingencies, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, dewatering and availability of material of required quality etc for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.

- m) The spares and tools & tackles shall be purchased by the contractor to ensure availability of the same on the day one of DNP. The spares shall be used during DNP and shall be replenished in shortest possible period as approved by the Employer.
- n) The rates have been worked out considering there is no exemption of Excise Duty/ GST on any material.

Unless stated otherwise, all rates and prices entered in the component shall be deemed to include the following:

- Labour and all costs in connection with the execution and maintenance of the work.
- The supply of the materials, goods, storage and all costs in connection therewith including wastage, shrinkage and delivery to site.
- Plant, Equipment and all costs in connection therewith.
- Sampling and testing materials and goods, testing workmanship, providing, storing, packing and transporting samples to and from the place of testing.
- Fixing, erecting, installing or placing of materials and goods in position.
- All Temporary works.
- Construction and maintenance of temporary access roads within the site and of any roads required for access to any part of the site for the purpose of carrying out the works, taking into account that the access roads under the contractor's maintenance control will also be used by the Employer and his staff's vehicles.
- Construction, maintenance and removal, if required, of temporary site Drainage on the site, and for ensuring that all Drains are kept clear of debris and blockage at all items.
- All general obligations, liabilities and risks involved in the execution and maintenance of the work set forth or reasonably implied in the document on which the Tender is based.
- The prices for transportation included in any of the component are to include for all labour and equipment required for unpacking, loading, conveying, unloading, storing and multiple handling of all items to be transported.

3. Amendments in Volume IV - Employer's Requirements (ER)

1. In Page No.4/126, in Sub-Clause 1.1.2, added as penultimate bullet point ***“To develop Edakkal rock near Hawa beach by constructing a foot bridge connecting two rock formations and a platform for visitors.”***
2. In Page No. 34/126, in Sub-Clause 1.2.2.1, the following is added as 2nd & 3rd paragraph: ***“The renovation of Silent Valley Sun Bath Park is to preserve the heritage value it holds. The renovation of the park will exhibit a heritage appearance to the existing structure incorporating it with landscaping, hardscaping and electrification works. Without affecting the existing architecture and integrating some new elements, blending the complete structure with traditional aspect. The approach is to minimize demolition and keeping the vegetation intact.
The existing structure is to be developed to an Art Café, kitchen block at the ground floor and a library room on the first floor. An Open-air theatre for entertainment purposes and security***

- cabins for security and controlling aspects are to be provided. All the developments shall be taking into account the salient, ambience of the area.”*
3. In Page No. 36/126, in Sub-Clause 1.2.2.1.2, under item B in the 1st bullet point, the following is added as 2nd sentence: **“Structural elements are changed in connection with matching the thematic representation of art café, such as columns, roofs etc are made with stone masonry on columns, wooden finishes in ceiling, mangalore pattern tile with ceiling tiles etc.”**
 4. In Page No. 38/126, Sub-Clause 1.2.2.1.4 in Material list – Lighting fixtures **“Solar Powered Lights” is replaced with “LED light fixtures.”**
 5. In Page No. 41/126, in Sub-Clause 1.2.2.2.3 item A, the last paragraph, preceding the bullet points, **“offshore and shoreline protection” is replaced with “offshore protection”.**
 6. In Page No. 41/126, in Sub-Clause 1.2.2.2.3 item F, the following is added as last sentence **“The Kiosk should have a minimum dimension 2 X 1.5 m.”**
 7. In Page No. 42/126, in Sub-Clause 1.2.2.2.3 A, in the paragraph succeeding the bullet points, **“adoption of a diaphragm wall and” stands deleted.**
 8. In Page No. 42/126, in Sub-Clause 1.2.2.2.3 A, the last paragraph, is replaced with the following: **“For any additional depth/height of any individual diaphragm wall unit (including underground & over ground) over and above 6(six) meters, which is considered for estimation, will be eligible for additional payment as per actual, over and above the Contract Price as per the Sub-Clause 13.3.1 [Variation by Instruction] of the PCC. The Bidder shall make its own assessment for determining the depth of diaphragm wall underground on the basis of site conditions and soil investigation and shall submit a detailed design along with necessary technical documents. The payment for additional work/quantity shall be determined on the basis of applicable/extant Schedules of Rates of Government of Kerala.”**
 9. In Page No. 43/126, in Sub-Clause 1.2.2.2.3 C, in the first sentence, after **“150 m”**, **“long”** is added.
 10. In Page No. 44/126, add the following: **“Geo tube units with 2 layers of 15 m circumference and 20 m length across the length of the Light house beach is considered for estimation. Any variation necessitated as result of the study, duly approved by the Authority’s Engineer, will be eligible for additional payment as per actual, over and above the Contract Price.”** as per the Sub-Clause 13.3.1 [Variation by Instruction] of the PCC.”
 11. In Page No. 44/126, Sub-Clause 1.2.2.2.2, in last paragraph, the following is added after 2nd sentence: **“Components such as seating benches, light poles, drain spouts, bollards, stairs, stone pillars, spotlights, pergola, etc., are to be provided along the walkway as part of the beautification work. A unique identity of Trivandrum royal heritage is to be incorporated while designing all the components installed in the region.”**
 12. In Page No. 48/126, Sub-Clause 1.2.2.2.4, in Material list Sl no 5– Lighting fixtures **“Solar Powered Lights” is replaced with “LED light fixtures.”**
 13. In Page No. 48/126, Sub-Clause 1.2.2.2.4, in Material list Sl no 6 Streetlight fixtures – **“SS 316, coloured stainless steel” is replaced with “Aluminium die cast / cast iron / powder coated sheet steel / SS, coated with higher corrosion resistance paints like marine grade paints (ISO 12944, C5(M) class)”**
 14. In Page No. 51/126, in Sub-Clause 1.2.2.3, the following is added as 2nd paragraph **“The corporation land is proposed to be converted into a vibrant and dynamic place bustling with active social life and entertainment. The proposal for the plot includes an Open-Air Theatre, Administration block, Restroom and amenities centre for male, female and differently-abled, an internal walkway, Open Gym, Play area, etc. Open Air Theatre consisting of a feature wall for the purpose of displaying history as well as cultural aspects are also proposed. Cobble stones and kerb stones and natural stones may be considered for pathways and landscaping.**

The frontage of Administration block as well as Restroom and Amenities centre blocks are to be paved with interlocks. Administration block is proposed as a structure having a total built up area of 272 sq.m with ground floor (150 sq.m) and first floor (122 sq.m) which includes a green room and room for beach manager, reception, security guard office, staff room, toilet facilities, first aid room and a mini conference hall on the ground floor. First floor includes Amenities, storage room, electrical panel room, surveillance and security room, security guard rest area and library with lavatories as well as a janitor room. The foundation for the public amenities building may be suitably designed for three storied building considering future vertical expansion. Restroom and amenities centre may have a minimum total built up area of 357 sq.m with ground floor (188sq.m) and first floor (169 sq.m) that includes both gents and ladies toilet sections with separate entrance, easy ramp access for differently abled, feeding room, etc. The design of buildings should be done as per latest KMBR rules and CPHEEO manual.”

15. In Page No. 53/126, in Sub-Clause 1.2.2.3.2 A, last bullet point, last sentence **“or more”** stands deleted
16. In Page No. 54/126, in Sub-Clause 1.2.2.3.3 – **Area details of Components (table)** stands deleted.
17. In Page No. 56/126, in Sub-Clause 1.2.2.4, in 1st sentence **“RCC foot bridge”** is replaced with **“Stone Arch Bridge”**.
18. In Page No. 56/126, in Sub-Clause 1.2.2.4, the following is added as last sentence: **A boat jetty has to be developed along with necessary access from the foot bridge while ensuring IWTA standards and also provide a launching deck and other necessary infrastructure required to facilitate water sport activities along the side of Edakkal/ Mid-rock.”**
19. In Page No. 59/126, Sub-Clause 1.2.2.4.3, in Material list Sl no 5 Streetlight poles – **“Natural Stone Pole or GRP pole”** is replaced with **“Decorative type MS/GI/CI pole coated with higher corrosion resistance paints like marine grade PU paints (ISO 12944, C5(M) class)”**
20. In Page No. 59/126, Sub-Clause 1.2.2.4.3, in Material list Sl no 6 Streetlight fixtures – **“SS 316, coloured stainless steel”** is replaced with **“Aluminium die cast / cast iron / powder coated sheet steel / SS, coated with higher corrosion resistance paints like marine grade paints (ISO 12944, C5(M) class).”**
21. In Page No. 68/126, Sub-Clause 1.2.3.1.5, Electrical Systems, the following is added as 2nd paragraph after bullet points: **“Suitable size cables as per the design calculation and requirements of KSEB shall be laid from existing KSEB transformers located at either ends of the pathway of light house beach and terminated in the proposed Main LT panel in the electrical room in Administration Block. All OH electrical and ELV lines shall be converted to underground cables laying in trench in coordination with KSEB and other Government Departments. Required number of outdoor feeder pillars shall be considered for changing overhead lines / connections to underground lines / connections. The termination of power connection to each shop and residential building in pathway, and as well as the required connections for changing overhead lines to underground is to be done in consultation with KSEB. Street light poles shall be decorative type suitable for the aesthetics and shall be coated with higher corrosion resistance paints like marine grade PU paints (ISO 12944, C5(M) class). All outdoor and indoor light fixtures shall be made of aluminium die cast / cast iron / powder coated sheet steel / SS, coated with higher corrosion resistance paints like marine grade paints (ISO 12944, C5(M) class). Suitable size UPS shall be considered for all buildings, 20% lighting load and wherever computer / electronics loads.”**
22. In Page No. 74/126, Sub-Clause 1.2.3.1.7, in item B - Technical Details of walkway lighting system Sl no 3 -Light fixture, Streetlight fixtures – **“Solar-powered LED fixture with IP 65 rating designed for aesthetics”** is replaced with **“LED fixture with IP 65 rating designed for aesthetics.”**

23. In Page No. 76/126, Sub-Clause 1.2.3.1.7, in item C & D - table “*All solar powered lights shall be changed to decorative and commercial aesthetically pleasing LED light fixtures for indoor and outdoor application.*”
24. In Page No. 77/126, Sub-Clause 1.2.3.1.8, item A stands revised as the following: **Switchgear Protection: All-LV switchgear panel boards must be of GRP/FRP/thermoplastic panel boards.**
25. In Page No. 105/126, in sub-Clause 1.3, in Table Electrical Works, the following is added as item No. 46.

46.	<i>Street Light Fixtures or Poles</i>	<i>Philips, Kesselec, Neri</i>
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26. In Page No. 118/126, in the Sub-clause 1.6 **Payment Schedule** revised and shifted to PCC as Appendix 2.
27. In Page No. 123/126, Annexure A, “**PREAMBLE TO PAYMENT SCHEDULE**”, stands revised and shifted to PCC to “**Appendix 3**”.
28. In Page No. 120/126, Sub-Clause 1.7 “**Indicative Terms of Reference for Authority’s Engineer**” stands deleted.