

**Development of Kovalam & Adjacent Beaches in Thiruvananthapuram, Kerala**

(Tender No. WAP/INFRA/KERALA/2024/TSM/480)

Dated: 07.06.2024

**Addendum No. 03**

**The various clause in bid document shall be stand modified as indicated in the table given below:**

<b>S.No</b>	<b>Reference/ Clause no.</b>	<b>Existing Clause</b>	<b>Modified and read as:</b>
1.	<b>Volume-I RFP, Clause-1.2 KIT S.No. 13(a) 2<sup>nd</sup>(Second)Pre-Bid Meeting</b>	Nil	Date: 14.08.2024 Time: 11:00 AM Venue: WAPCOS Limited, Regional Office Kerala 1st Floor, JP Krishna Building, Pallimukku, Pettah, Trivandrum – 695024 Land Line: 0471- 2998886 Mobile No.+91-9540391088 Email : <a href="mailto:wapcoskovalam@gmail.com">wapcoskovalam@gmail.com</a> Link for Meeting: meet.google.com/ctm-zwxx-ahs
2.	<b>Volume-I RFP, Clause No. 2.3 ELIGIBLE ASSIGNMENTS Sub clause:(c) Para 1 to 7</b>	c)Experience of having successfully completed the similar works during the last 7 years ending last day of month previous to one in which tender is invited. For this purpose, cost of work shall mean gross value (excluding GST) of the completed work including cost of material supplied by the respective Client but excluding those supplied by the Client free of cost: One similar completed work costing not less than the amount equal to 80% of Estimated Cost of this project. OR	c)Experience of having successfully completed the Similar Works** during the last 7 years ending last day of month previous to one in which tender is invited. For this purpose, cost of work shall mean gross value (excluding GST) of the completed work including cost of material supplied by the respective Client but excluding those supplied by the Client free of cost: One similar completed work costing not less than the amount equal to 80% of Estimated Cost of this project. OR

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>Two similar completed works costing not less than the amount equal to 50% of Estimated Cost of this project.</p> <p>OR</p> <p>Three similar completed works costing not less than the amount equal to 40% of Estimated Cost of this project.</p> <p>“Similar Works” means</p> <p>a) The Design, Execution and O&amp;M of five (5) years for the infrastructure Development / Construction Projects, including all Civil and MEP (Mechanical, Electrical, Plumbing) works, satisfactorily completed for Central Government/State Government Department/PSUs.</p> <p>And</p> <p>b) Execution of Diaphragm wall of length at least 200 m, satisfactorily completed for Central Government/ State Government Department/PSUs.</p> <p>Copy of Completion certificate signed by an officer not below the rank of Executive Engineer or equivalent needs to be submitted for both (a) and (b) above.</p>	<p>Two similar completed works costing not less than the amount equal to 50% of Estimated Cost of this project.</p> <p>OR</p> <p>Three similar completed works costing not less than the amount equal to 40% of Estimated Cost of this project.</p> <p>And</p> <p>d) Execution of Diaphragm wall of length at least 200 m satisfactorily completed for Central Government/ State Government Department/ PSUs.</p> <p><b>**Similar Works means,</b> Infrastructure Development / Construction Projects satisfactorily completed for Central Government/State Government Department/PSUs.</p> <p>Copy of Completion certificate signed by an officer not below the rank of Executive Engineer or equivalent needs to be submitted for both (c) and (d) above.</p> <p>For claiming experience for Similar Works and Diaphragm Wall undertaken in other countries/ foreign nations, the bidder needs to submit verifiable evidence/</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
			certificates that include the contact details of the certifying authority such as telephone number, email id and proper address. The employer reserves the right to verify the document submitted by the bidder. In case during verification, no response is received from the agency, such experience may not be considered as eligible.
3.	<b>Volume VI-Financial Bid</b>	Consider the original excel sheet of the Financial Bid as obsolete	Revised excel sheet of the Financial Bid is attached along with the Addendum. Bidders are advised to use this excel sheet to quote for this project.
4.	<b>Volume-I RFP</b> Key Information Table <b>(Table-1.2) S.no.16-</b> Project Completion Period	<p>Total Eighteen (18) Months:</p> <p>Two (2) months for Survey, Planning, Investigation including Geotechnical Investigation, Detailed Engineering, Design &amp; Drawings;</p> <p>One (1) month for approvals Drawings and other statutory approval/clearance from appropriate Authorities/ Agencies;</p> <p>Fifteen (15) months for Procurement, Construction, Installation, Testing and Commissioning/ handover.</p> <p><i>*- Study for tidal study aimed to identifying cost effective off-shore coastal protection measures shall be a parallel activity which shall start from commencement date</i></p>	<p>Total Twenty One (21) Months:</p> <p>Two (2) months for Survey, Planning, Investigation including Geotechnical Investigation, Detailed Engineering, Design &amp; Drawings;</p> <p>One (1) month for approvals Drawings and other statutory approval/ clearance from appropriate Authorities/ Agencies;</p> <p>Eighteen (18) months for Procurement, Construction, Installation, Testing and Commissioning.</p> <p>The Contractor shall ensure beach formation and restoration of the Lighthouse Beach area by adopting the</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
			off-shore Geotube based protection measure only. Study of tidal current aimed to design the Geotube based off-shore coastal protection measure shall be a parallel activity, which shall start from Commencement Date.
5.	<b>Volume-I Clause-1.2 The Scope of Work Broadly Includes Sub Clause-1.2.2(iii) (Page no. 22)</b>	Operation & Maintenance for twelve (12) years and general conditions are stipulated in Annexure I. O&M period shall start from date of issuance of performance certificate/ handover whichever is later. Study of tides and tidal currents aimed to identifying cost effective off-shore costal protection measures.	Operation & Maintenance for Fifteen (15) years and general conditions are stipulated in Annexure I. O&M period shall start from date of issuance of performance certificate/ handover whichever is later.
6.	<b>Volume-I SECTION VII GENERAL CONDITIONS AND REGULATIONS FOR O&amp;M Clause-7.1 Description (Page no. 62)</b>	Operation & Maintenance shall be for twelve (12) years and separate O&M agreement shall be signed between the Authority and the Contractor on as per the tender conditions. O&M period shall start from date of issuance of performance/ completion certificate/ handover whichever is later.	Operation & Maintenance shall be for Fifteen (15) years and separate O&M agreement shall be signed between the Authority and the Contractor on as per the tender conditions. O&M period shall start from date of issuance of performance/ completion certificate/ handover whichever is later.
7.	<b>Volume-I SECTION VII GENERAL CONDITIONS AND REGULATIONS FOR O&amp;M Clause-7.2 Commencement of Work, Time Frame for</b>	The Contractor shall commence the O&M work immediately from date of issuance of completion certificate/ handover whichever is later and continue the work for twelve (12) years. Time-frame as per the category of defects for attending/ rectifying the defect shall be as follows:	The Contractor shall commence the O&M work immediately from date of issuance of completion certificate/ handover whichever is later and continue the work for Fifteen (15) years. Time-frame as per the category of defects for attending/ rectifying the defect shall be as follows:

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	<b>attending/rectification</b> <b>(Page no. 63)</b>		
8.	<b>Volume-I RFP</b> Key Information Table <b>(Table-1.2) S.no.20-</b> Operation & Maintenance Period	Twelve (12) years from date of issuance of performance certificate/ handover whichever is later. O&M agreement shall be signed between the Department of Tourism, GoK and the Contractor as per the tender conditions for O&M period.	Fifteen (15) years from date of issuance of Performance Certificate as per GCC. O&M agreement shall be signed between the Department of Tourism, GoK and the Contractor as per the tender conditions for O&M period.
9.	<b>Volume-I RFP</b> Key Information Table <b>(Table-1.2)</b> <b>S. no. 17</b>	5.0% of the Contract Price Performance Security shall be submitted as per Form B and Form P of Annexure-I.	5.0% of the contract price and as specified in Volume-I RFP, Clause 2.1.9
10.	<b>Volume-I RFP</b> <b>Clause 2.1.9</b>	The Bidder, whose tender is accepted, will be required to furnish Performance Security of the amount and within the period, specified in Clause 1.2 KIT. This security shall be in the form of Bank Guarantee of any scheduled commercial bank based in India, in favour of "Employer" as per Form B and Form P of Annexure I. Performance Security against Form B shall be valid up to 28 days after completion of DNP and Form P shall be valid upto 28 days after completion of O&M period. The successful bidder can submit the Performance Security in the form of a Bank Guarantee issued by a nationalized bank or a Scheduled Bank (List of RBI Scheduled Banks Annexure-	The Bidder, whose tender is accepted, will be required to furnish Performance Security as specified below:  The Performance Security shall be sum equivalent to 5.00% of the Contract Price. 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. The Bank Guarantee shall be in favour of "Employer" as per Form B and

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		1) in India in favor of the Employer. The Performance Security shall be sum equivalent to 5.00% of the Contract Price. Atleast 50% of these Guarantee shall be in the form of Treasury fixed deposit as per G.O(P)No.429/15/Fin Dated 28.09.2015. As per G.O.(P)No.7/2021/Fin Dated 07.01.2021, Additional Security Deposit/ Bank Guarantee is applicable in case of abnormally low bids/ unbalanced bids.	Form P of Annexure I. Performance Security against Form B shall be valid up to 28 days after completion of DNP and Form P shall be valid upto 28 days after completion of O&M period. The Performance Security as per Form-P shall be submitted before one (01) month prior to completion of Defect Notification Period. Additional Security Deposit/ Bank Guarantee is applicable in case of abnormally low bids/ unbalanced bids.
11.	Volume-I RFP Notice Inviting E-Tender (Page no.08)	It is an indicative cost and not binding on the Employer, bidders have to do their own due diligence for ascertaining the same	It is an indicative cost and not binding on the Employer, bidders have to do their own due diligence for "Working out the Project Cost"
12.	Volume-I RFP General Instructions to Bidder for E-Tendering (Page no. 10)	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.	Opening of Technical Bid: 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.
13.	Volume-I RFP General Instructions to Bidder for E-Tendering (Page no. 11)	iii. Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Employer;	iii. Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Employer;

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<ul style="list-style-type: none"> <li>• In the case of Selected Bidder, if it fails within the specified time limit.</li> <li>• to sign and return the duplicate copy of LOA; or</li> <li>• to sign the Agreement; or</li> <li>• to furnish the Performance Security within the period prescribed therefor</li> </ul>	
14.	Volume-I RFP Definition-6 Bid (Page no. 13)	Shall mean the Contractor's signed offer for the Works, the JV Undertaking (if applicable) and all other documents which the Contractor submitted with the Tender (other than these Conditions, the Schedules and the Employer's Requirements, if so submitted), as included in the Contract.	Shall mean the Bidder's signed offer for the Works, the JV Undertaking (if applicable) and all other documents which the Bidder submitted with the Tender (other than these Conditions, the Schedules and the Employer's Requirements, if so submitted), as included in the Contract.
15.	Volume-I RFP Submission Process (Page no. 12)	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 <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> , <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ; and <a href="http://www.wapcos.co.in">http://www.wapcos.co.in</a> along with online payment of tender fees and Bid Security.	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 <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> , along with online payment of tender fees and Bid Security.
16.	Volume-I RFP Definition-11 Completion Certificate (Page no. 13)	Shall mean certificate issued by the Employer on acceptance of the Works by the Authority.	Shall mean a certificate issued by the Employer, when all the Works as part of the Contract, including those listed in the Provisional Completion Certificate, are successfully completed and fit for operation."
17.	Volume-I RFP	Shall mean WAPCOS Limited, a	Shall mean WAPCOS Limited, a

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	Definition-11 Employer (Page no. 13)	Government of India Undertaking, Ministry of Jal Shakti, Government of India, which is a Special Purpose Vehicle (SPV) duly appointed by the Secretary, Department of Tourism, Government of Kerala for the project as per GO no. 10/2023/TSM dated 24-02-2023. WAPCOS on behalf of Procurement Authority (Entity/ Employer) i.e. Department of Tourism, Government of Kerala, shall act as an employer for this project.	Government of India Undertaking, Ministry of Jal Shakti, Government of India, which is a Special Purpose Vehicle (SPV) duly appointed by the Secretary, Department of Tourism, Government of Kerala for the project as per GO no. 10/2023/TSM dated 24-02-2023. WAPCOS on behalf of Authority i.e. Department of Tourism, Government of Kerala, shall act as an Employer for this project.
18.	Volume-I RFP Definition-17 EPC (Engineer Procurement and Construction) (Page no. 14)	means the construction methodology by which the selected Contractor undertakes the execution of the Project by undertaking the Engineering (preparation of Architectural, structural and services design and drawings), procurement of all the material and equipment necessary for the execution of the Project & construction to deliver a functioning facility or asset to the Authority/Employer based on conceptual architectural drawings and information provided with this tender document.	means the construction methodology by which the selected Contractor undertakes the execution of the Project by undertaking the Engineering (preparation of Architectural, structural and services design and drawings), procurement of all the material and equipment necessary for the execution of the Project & construction to deliver a functioning facility or asset to the Authority/Employer based on indicative conceptual drawings & information provided in "Volume IV Employer's Requirements of General Bidding Document"
19.	Volume-I RFP Section-I, Introduction Clause-1.1.3 (Page no. 18)	The broad aim / objective of the Project is to transform Kovalam and adjacent beaches to a must go destination by providing state-of-the-art	The broad aim / objective of the Project is to transform Kovalam and adjacent beaches to a must go destination by providing state-of-the-art



S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>and differently abled friendly facilities, new infrastructure development in conjunction with improving the existing infrastructure facilities, thereby enhancing the activities which will make the beach vibrant. This would in turn help in maximizing revenue by attracting more visitors with extended time spent thereby maximizing value capture. The Project is conceptualized with the further goal of achieving the coveted status of Kerala's second blue flag certified beach by propagating sustainable development while ensuring inclusive economic growth through mainstreaming marginalized population. The main objectives of the Project are as follows:</p> <ul style="list-style-type: none"> <li>• To Develop the Infrastructure facilities at Hawa Beach and Light House Beach</li> <li>• To Renovate the Silent Valley Sun Bath Park</li> <li>• Boundary demarcation of Adimalathura Beach</li> <li>• Development of Corporation Land • Focus on obtaining blue flag certification</li> <li>• To develop the existing public infrastructure at Kovalam beach and thereby enhancing the built environment as well as the local standard of living.</li> </ul>	<p>and differently abled friendly facilities, new infrastructure development in conjunction with improving the existing infrastructure facilities, thereby enhancing the activities which will make the beach vibrant. This would in turn help in maximizing revenue by attracting more visitors with extended time spent thereby maximizing value capture. The Project is conceptualized with the further goal of achieving the coveted status of Kerala's second blue flag certified beach by propagating sustainable development while ensuring inclusive economic growth through mainstreaming marginalized population. The main objectives of the Project are as follows:</p> <ul style="list-style-type: none"> <li>• To Develop the Infrastructure facilities at Hawa Beach and Light House Beach</li> <li>• To Renovate the Silent Valley Sun Bath Park</li> <li>• Boundary demarcation of Adimalathura Beach • Development of Corporation Land • Focus on obtaining blue flag certification</li> <li>• To develop the existing public infrastructure at Kovalam beach and thereby enhancing the built environment as well as the local standard of living.</li> <li>• Transforming the beach in a</li> </ul>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<ul style="list-style-type: none"> <li>Transforming the beach in a sustainable way to provide world-class experience to the tourists without affecting the society and environment.</li> <li>Providing beach accessibility for all people inclusive of differently abled so that everyone will get an opportunity for engaging themselves in all activities and can freely use all resources available in the beach.</li> <li>Study of tides &amp; tidal currents aimed to identifying cost effective off- shore costal protection measures.</li> </ul>	<p>sustainable way to provide world-class experience to the tourists without affecting the society and environment.</p> <ul style="list-style-type: none"> <li>Providing beach accessibility for all people inclusive of differently abled so that everyone will get an opportunity for engaging themselves in all activities and can freely use all resources available in the beach.</li> <li>Study of tides &amp; tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach.</li> </ul>
20.	Volume-I RFP Section-I, Clause 1.2, Key Information Table) S.no.-2 (Page no. 20)	Type of Project	Mode of Project Delivery
21.	Volume-I RFP Key Information Table (Table-1.2) S.no.16- Project Completion Period (Page no. 20 & 21)	<p>Total Eighteen (18) Months:</p> <p>Two (2) months for Survey, Planning, Investigation including Geotechnical Investigation, Detailed Engineering, Design &amp; Drawings; One (1) month for approvals Drawings and other statutory approval/clearance from appropriate Authorities/ Agencies; Fifteen (15) months for Procurement, Construction, Installation, Testing and Commissioning/ handover.</p>	<p>Total Twenty-One (21) Months:</p> <p>Two (2) months for Survey, Planning, Investigation including Geotechnical Investigation, Detailed Engineering, Design &amp; Drawings; One (1) month for approvals Drawings and other statutory approval/clearance from appropriate Authorities/ Agencies; Eighteen (18) months for Procurement, Construction, Installation, Testing and Commissioning/ handover.</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		*- Study for tidal study aimed to identifying cost effective off-shore coastal protection measures shall be a parallel activity which shall start from commencement date	*- Study of tides & tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach.
22.	Volume-I RFP Section-II Instruction to Bidder Sub Clause-2.1.22(c) (Page no. 30)	c)Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet 100% requirement of financial capacity required as per Clause 2.3 and 2.4. The nominated Lead member shall remain unchanged during the entire period of project execution, including the Defects Notification Period. The nomination(s) shall be supported by a Power of Attorney and agreement as per Form Q of Annexure I.	c)Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet 50% requirement of financial capacity required as per Clause 2.3 and 2.4. The nomination(s) shall be supported by a Power of Attorney and agreement as per Form Q of Annexure I. .
23.	Volume-I RFP Section-II Instruction to Bidder Sub Clause-2.1.22 (e) (Page no. 30)	e)The prescribed roles and responsibilities of the nominated Lead Member shall remain unchanged during the entire course of project execution, including the Defects Notification Period.	e) The nominated Lead member shall remain unchanged during the entire period of project execution and the O&M period of 15 years.
24.	Volume-I RFP Section-II Instruction to Bidder Sub Clause-2.1.22 (g) (Page no. 30)	g)Member of the Joint Venture shall have entered into a binding Joint bidding Agreement, substantially in the form specified at Form “N” of Annexure I (th “Joint Venture Agreement”), for the	g) Member of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form “N” of Annexure I (“Joint Venture Agreement”), for the purpose of

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>purpose of making the Bid and submitting a Bid in the event of being pre-qualified. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:</p> <ul style="list-style-type: none"> <li>(i) convey the intent to form a Joint Venture, which would enter into the EPC Agreement and subsequently carry out all the responsibilities as the “Contractor” in terms of the EPC Agreement</li> <li>(ii) convey the commitment(s) of the Lead Member in accordance with this RFP, in case this contract is awarded to the Joint Venture; and clearly outline the proposed roles &amp; responsibilities, if any, of each member</li> <li>(iii) commit the approximate share of work to be undertaken by each member;</li> <li>(iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to</li> </ul>	<p>making the Bid and submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:</p> <ul style="list-style-type: none"> <li>(i) convey the intent to form a Joint Venture, which would enter into the Contract Agreement and subsequently carry out all the responsibilities as the “Contractor” in terms of the Contract Agreement</li> <li>(ii) convey the commitment(s) of the Lead Member in accordance with this RFP, in case this contract is awarded to the Joint Venture; and clearly outline the proposed roles &amp; responsibilities, if any, of each member</li> <li>(iii) commit the approximate share of work to be undertaken by each member;</li> <li>(iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the</li> </ul>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		the Project until the completion of the Project, including the “Defects Notification Period”, is achieved in accordance with the EPC Contract;	completion of the Project and O&M period.
25.	Volume-I RFP Section-II Instruction to Bidder Eligibility Criteria Sub Clause-2.2.2(e) (Page no. 32)	The Bidder should be register under company act 1956 as Limited/ Private Limited or Proprietorship/Partnership firm or Registered Cooperative Society/ Corporation. Relevant proof of registration shall be submitted by the bidder.	The Bidder should be registered under company act 2013/1956 as Limited/ Private Limited or Proprietorship/Partnership firm or Registered Cooperative Society/ Corporation or Natural Person. Relevant proof of registration shall be submitted by the bidder.”
26.	Volume-I RFP Section-II Instruction to Bidder Eligible Assignment Sub Clause-2.3(a) (Page no. 32)	For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “Eligible Assignments”.	Deleted
27.	Volume-I RFP Section-II Instruction to Bidder 2.9 Bid Price Sub Clause-2.9.1 (Page no. 39)	The Lump sum price quoted by the Bidder in the Financial Bid shall include all the costs towards study, designing, supply & erection of civil, electrical, mechanical and miscellaneous items executing and completing all the works as per defined Volume- IV Employer’s Requirement, including remedying any defects therein up to the end of the Defects Notification Period (DNP) and O&M for Twelve (12) years whichever is	The Lump sum price quoted by the Bidder for Bid Price in financial Bid shall include all the components mentioned in Volume- IV Scope of Work clause-1.2, subclause-1.2 including, designing, supply & erection of civil, electrical, mechanical and miscellaneous items for completing all the works as defined Volume- IV Employer’s Requirement, including remedying any defects therein up to the end of the Defects Notification Period

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		later.	(DNP) and O&M for Fifteen (15) years whichever is later.
28.	Volume-I RFP Section-II Instruction to Bidder 2.28 Award of Contract Sub Clause-2.28.3 Signing of Agreement (Page no. 50)	c) The Contractor whose Bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in GCC.  d) The Contract Agreement shall be duly signed by the Employer and the Contractor through their authorized signatories.	c) The Successful Bidder will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in GCC.  d) The Contract Agreement shall be duly signed by the Employer and the Successful Bidder through their authorized signatories.
29.	Volume-I RFP Section-III Evaluation of Bid 3.3 Selection of Bidder Sub Clause-3.3.3 (Page no. 52)	In the event that the L-1 is not selected, the Employer will decide in consultation with the Authority to take further course of action. The employer also deserves the right to invite the 2nd lowest bidder (L-2) for negotiation and award of work. This shall continue till the work is awarded to a suitable bidder. Employer reserves the right to annul the bidding process and invite fresh bids as it deems fit during the course of this tender.	In the event that the L-1 is not selected, the Employer will decide in consultation with the Authority to take further course of action. The employer also reserves the right to invite the 2nd lowest bidder (L-2) to match the Bid Price with that of L-1 Bidder for award of work. This shall continue till the work is awarded to a suitable bidder. Employer reserves the right to annul the bidding process and invite fresh bids as it deems fit during the course of this tender.
30.	Volume-I RFP Clause 3.5	<b>EXCEUTION OF EPC AGREEMENT</b>	<b>EXCEUTION OF CONTRACT AGREEMENT</b>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	EXCEUTION OF EPC AGREEMENT (Page no. 53)	After acknowledgement of the LOA as aforesaid by the L-1 Bidder, it shall in accordance with the requirement set forth in RFP execute the EPC Agreement with the Employer within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the EPC Agreement. Notwithstanding anything contained in the LOA and the GBD, the rights of the Selected Bidder specified in the EPC Agreement shall not become effective until the EPC Agreement has been executed by the Selected Bidder with the Employer.	After acknowledgement of the LOA as aforesaid by the L-1 Bidder, it shall in accordance with the requirement set forth in RFP execute the Contract Agreement with the Employer within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement. Notwithstanding anything contained in the LOA and the GBD, the rights of the Selected Bidder specified in the Contract Agreement shall not become effective until the Contract Agreement has been executed by the Selected Bidder with the Employer.
31.	Volume-I RFP Section-IV Fraud and Corrupt Practice Sub Clause-4.2 (Page no. 54)	Without prejudice to the rights of the Authority / Employer under Clause1 hereinabove and the rights and remedies which the 'Authority' / Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority / Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or	Without prejudice to the rights of the Authority / Employer under Clause 4.1 hereinabove and the rights and remedies which the 'Authority' / Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority / Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or GBD issued by the 'Authority' / Employer during a period of 1(one) year from the date such Bidder or Contractor, as the case may be, is found by the 'Authority' / Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.	the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or GBD issued by the 'Authority' / Employer during a period of 1(one) year from the date such Bidder or Contractor, as the case may be, is found by the 'Authority' / Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
32.	Volume-I RFP Section-IV Fraud and Corrupt Practice Sub Clause-4.3 (Page no. 54)	For the purposes of this Clause 2, the following terms shall have the meaning hereinafter respectively assigned to them:	For the purposes of this Clause 4.3, the following terms shall have the meaning hereinafter respectively assigned to them:
33.	Volume-I RFP Section-IV Fraud and Corrupt Practice Sub Clause-4.3.1 (Page no. 55)	(ii) save and except as permitted under the Clause 2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of 'the Authority/ Employer in relation to any matter concerning the Project;	(ii) save and except as permitted under the Clause 4.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of 'the Authority/ Employer in relation to any matter concerning the Project;



S.No	Reference/ Clause no.	Existing Clause			Modified and read as:		
34.	Volume-I RFP ADDON TO FORM A (Page no. 80)	i)	(a) Amount of Performance Security to be deposited by financially successful bidder	As per table-I of Section-I	•	(a) Amount of Performance Security to be deposited by financially successful bidder	As per Item No. 17 of the Sub-para 1.2, Key Information Table (KIT) of Section I
			(b) Amount of Security Deposit	As per Clause 1A of GCC		(b) Amount of Security Deposit	As per Item No. 18 of the Sub-para 1.2, Key Information Table (KIT) of Section I
		ii)	Date for Commencement of work	As per table-I of Section -I	•	Date for Commencement of work	As per Item No. 15 of the Sub-para 1.2, Key Information Table (KIT) of Section I
		iii)	Time for completion	As per table-I of Section -I		Time for completion	As per Item No. 16 of the Sub-Clause 1.2, Key Information Table (KIT) of Section I
		iv)	Amount of compensation in case of extension of	As per Clause of GCC			

S.No	Reference/ Clause no.	Existing Clause			Modified and read as:		
			completion date due to delays by the Contractor		<ul style="list-style-type: none"> <li>Amount of compensation in case of extension of completion date due to delays by the Contractor</li> </ul>	As per Clause 8.8 of GCC	
		v)	Defects Notification Period from the date of issue of "Completion Certificate"	5 years for Civil works and 3 years for Mechanical, Electrical & Electronics works from the date of completion of works as certified by Engineer in	<ul style="list-style-type: none"> <li>Defects Notification Period from the date of issue of "Completion Certificate"</li> </ul>	As per Item No. 19 of the Sub-Clause 1.2, Key Information Table (KIT) of Section I	
					<ul style="list-style-type: none"> <li>(a) Period of validity of Performance Security</li> </ul>	As per Sub-Clause 4.2.3 of GCC	
					<ul style="list-style-type: none"> <li>(b) Period of validity of Security Deposit</li> </ul>	As per Sub-Clause 14.9 of GCC	

S.No	Reference/ Clause no.	Existing Clause			Modified and read as:
				charge.  vi)  (a) Period of validity of Performance Security  (b) Period of validity of Security Deposit	
35.	Volume-I RFP Form E AFFIDAVIT (Page no. 108)	I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 1.4(b)(i) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Employer, then I/we shall be debarred for bidding in Employer in future forever. Also, if such a violation comes to the notice of Employer before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Security.			I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 1.4(b)(i) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Employer, then I/we shall be debarred for bidding in Employer in future forever. Also, if such a violation comes to the notice of Employer before date of start of work, the Employer's Representative shall be free to forfeit the entire amount of Performance Security.
36.	Volume-I RFP Form N Format for MOU/Agreement for Joint Venture	3. {WAPCOS Limited, and having its registered office at } (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and			3. and having its registered office at } (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	(Page no. 108)	permitted assigns) The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”	The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”
37.	Volume-II General Condition of Contract	The General Conditions of Contract, shall be the “Conditions of Contract for EPC/ Turnkey Projects”, Second Edition 2017, as prepared by the International Federation of Consulting Engineers (FIDIC).	The General Conditions of Contract, shall be the “Conditions of Contract for EPC/ Turnkey Projects”, Second Edition 2017, as prepared by the International Federation of Consulting Engineers (FIDIC) along with Amendments to the FIDIC Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017” up to Amendments Issue No.3, published in November 2022, effective as of January 2023.
38.	Volume-I RFP Section-I Introduction Sub clause-1.1.3 (last para)	Study of tides & tidal currents aimed to identifying cost effective off-shore costal protection measures.	Study of tides & tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach.
39.	Volume-I RFP Section-II Instructions to Bidders Sub clause 2.1.1	The scope of work is for execution of the Project in “Engineering, Procurement and Construction” (EPC) mode, which shall include architectural design, structural design and design of all other required services, obtaining statutory clearances and approvals from local bodies/ authorities required for commencing the work, execution of work & services	The scope of work is for execution of the Project in “Engineering, Procurement and Construction” (EPC) mode, which shall include architectural design, structural design and design of all other required services, obtaining statutory clearances and approvals from local bodies/ authorities required for commencing the work, execution of work & services

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>and handing over the assets after completion in all respects to the satisfaction of the Employer. In addition to execution in EPC mode, the work includes rectification of defects during Defects Notification Period (DNP) and also Operation &amp; Maintenance (O&amp;M) of Facilities along with electrical equipment, consumables, any spares for a period of 12 (twelve) years from the date of Performance Completion and Facility Acceptance. The scope of works also include study of tides and tidal currents aimed to identifying cost effective off protection measures. However, the actual implementation of off shore coastal protection works is not included in this project. The details of scope of work is provided in Section VI of the document and Volume IV – Employer’s Requirement of the Guiding Bidding Documents.</p>	<p>and handing over the assets after completion in all respects to the satisfaction of the Employer. In addition to execution in EPC mode, the work includes rectification of defects during Defects Notification Period (DNP) and also Operation &amp; Maintenance (O&amp;M) of Facilities along with electrical equipment, consumables, any spares for a period of 15 (fifteen) years from the date of Performance Completion and Facility Acceptance. The details of scope of work are provided in Section VI of the document and Volume IV – Employer’s Requirement of the Guiding Bidding Documents.</p>
40.	<p>Volume-I RFP FINANCIAL ELIGIBILITY Clause 2.4(a) Page no.34</p>	<p><b>Turnover:</b> Average annual financial turnover from construction works should be at least 50% of Estimated Cost during the immediate past three consecutive financial years ending 31st March, 2023. Duly filled Form T1 along with balance sheets, Statement of Profit &amp; Loss Account and Notes to Accounts should be duly audited and certified by a Chartered Accountant/ Statutory Auditor with his seal and signatures along with registration number and UDIN. The year in which no turnover</p>	<p><b>Turnover:</b> Average annual financial turnover from construction works should be at least 50% of Estimated Cost during the immediate past three consecutive financial years ending 31st March, 2023. Duly filled Form T1 along with balance sheets, Statement of Profit &amp; Loss Account and Notes to Accounts should be duly audited and certified by a Chartered Accountant/ Statutory Auditor with his seal and signatures along with registration number and UDIN. The year in which no turnover</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>is shown, would also be considered for working out the average. The turnover should be of the Bidding entity and not for Group Company or subsidiary company etc. In case of a Joint Venture, the Lead Member should meet the 100% criteria. The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Form T-1) duly certified by a Statutory Auditor / Chartered Accountant. In case of a Joint Venture, the Lead Member should meet the 100% criteria.</p> <ul style="list-style-type: none"> <li>• The Bidder shall provide audited financial reports for the last five financial years.</li> <li>• Bids submitted without the certificate of Statutory Auditor / Chartered Accountant and the audited financial reports for the last five years shall not be considered for evaluation.</li> </ul>	<p>is shown, would also be considered for working out the average. The turnover should be of the Bidding entity and not for Group Company or subsidiary company etc. In case of a Joint Venture, the Lead Member should meet minimum 50% of this criteria. The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Form T-1) duly certified by a Statutory Auditor / Chartered Accountant.</p> <ul style="list-style-type: none"> <li>• The Bidder shall provide audited financial reports for the last five financial years.</li> <li>• Bids submitted without the certificate of Statutory Auditor / Chartered Accountant and the audited financial reports for the last five years shall not be considered for evaluation.</li> </ul>
41.	Volume-I RFP FINANCIAL ELIGIBILITY Clause 2.4(b) Page no.34	<b>Profit / Loss:</b> The Bidder should not have incurred any loss (profit after tax PAT, should be positive) in more than two years during the last five consecutive financial years ending 31st March, 2023, duly certified and audited by the Chartered Accountant/ Statutory Auditor. In case of a Joint Venture, the Lead Member should meet the 100% criteria.	<b>Profit / Loss:</b> The Bidder should not have incurred any loss (profit after tax PAT, should be positive) in more than two years during the last five consecutive financial years ending 31st March, 2023, duly certified and audited by the Chartered Accountant/ Statutory Auditor. In case of a Joint Venture, all members should individually meet this criteria.
42.	Volume-I RFP Section-II Instruction to Bidder	<b>Solvency Certificate:</b> The Bidder should submit a minimum solvency of 40% of EC issued by Nationalized/ Schedule	<b>Solvency Certificate:</b> The Bidder should submit a minimum solvency of 40% of EC issued by Nationalized/ Schedule

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	Financial Eligibility Sub Clause-2.4(c) (Page no. 34)	<p>commercial bank as per latest RBI list for this project. The Bidder shall check the Technical Bid criteria in Form T-11 for solvency certificate before submission. In case of a Joint Venture, the Lead Member should meet the 100% criteria.</p> <p>Solvency certificates (as prescribed in Form T-1 B) in the current financial year dated after publication of this NIT, should be issued on the letter head of the Bank, addressed to tender inviting authority clearly quoting the name of this project.</p>	<p>commercial bank as per latest RBI list for this project. The Bidder shall check the Technical Bid criteria in Form T-1B for solvency certificate before submission. In case of a Joint Venture, the Lead Member should meet the 50% of the Financial Eligibility criteria.</p> <p>Solvency certificates (as prescribed in Form T-1 B) in the current financial year dated after publication of this NIT, should be issued on the letter head of the Bank, addressed to tender inviting authority clearly quoting the name of this project.</p>
43.	Volume-I RFP Section-II Instruction to Bidder Financial Eligibility Sub Clause-2.4(d) (Page no. 34-35)	<p><b>Bid Capacity:</b> The Bidder who inter alia meet the minimum qualification criteria will be qualified only if their available Bid Capacity is more than the Total Tendered Value. The available Bid Capacity will be calculated as per following based on information mentioned enclosed in the Bid Format for Bid Capacity. In case of a Joint Venture, the Lead Member should meet the 100% criteria.</p>	<p><b>Bid Capacity:</b> The Bidder who inter alia meet the minimum qualification criteria will be qualified only if their available Bid Capacity is more than the Total Tendered Value. The available Bid Capacity will be calculated as per following based on information mentioned enclosed in the Bid Format for Bid Capacity. In case of a Joint Venture, the Lead Member should meet the minimum 50% of this criteria.</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
44.	Volume-I RFP Section-II Instruction to Bidder Financial Eligibility Sub Clause-2.4(e), Only Last Paragraph (Page no. 35)	The Bidder shall submit the bidding capacity 'Form-F1' attached along with this tender. In case of a Joint Venture, the Lead Member should meet the 100% criteria.	The Bidder shall submit the bidding capacity 'Form-F1' attached along with this tender. In case of a Joint Venture, the Lead Member should meet minimum 50% of this criteria.
45.	Volume-I RFP Bid Price Sub clause 2.9.7 & 2.9.8 (page no. 40)	For conducting Study of tides & tidal currents aimed to identifying cost effective off-shore costal protection measures. The bidder shall engage reputed agencies having experience in similar nature of studies such as NIOT, NCCR, IITs etc.	Study of tides & tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach. For conducting Study of tides & tidal currents, the bidder may engage reputed agencies having experience in similar nature of studies such as NIOT, NCCR, IITs etc.
46.	Volume-III Part-A Contract Data Sub Clause-1.1.17 (page no. 143)	Deleted	"Cost Plus Profit" means Cost plus the applicable percentage for profit stated in the Contract Data (if not stated, five percent (5%)). Such percentage shall only be added to Cost, and Cost Plus Profit shall only be added to the Contract Price, where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost Plus Profit. However, this definition is not applicable for payments as per Article 14 (Contract Price and Payment) and the payments shall be as per the amount quoted by the bidder in the Financial Bid.
47.	Volume-III Part-A Contract Data	No such clause exists	Constitution of DAAB: On need basis, when deemed necessary or



S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	Sub Clause-1.1.19 & 21.1 (page no. 143)		required by the respective party.
48.	Volume-III Part-A Contract Data Sub Clause 1.7(c)	Nil	Notwithstanding anything contained herein, the Employer reserves the right to novate/assign all rights under this agreement to the Authority after completion of the Defect Notification Period. In the event of such novation/assignment, all rights and obligations of the Employer, under this Contract Agreement shall be transferred and vested with the Authority for the remaining contract period, until the Date of Completion.
49.	Volume-III Part-A Contract Data Performance Security Sub Clause-4.2 & 4.2.1 (page no. 147)	<p>5.00% of Contract Price (This guarantee shall be in the form of Deposit at call receipt of any Scheduled Nationalized Bank in accordance with the prescribed form. At least 50% of these Guarantee shall be in the form of Treasury fixed deposit as per as per G.O.(P) No. 429/15/Fin Dated 28.09.2015.</p> <p>Performance Security shall be submitted as per Form "B" and Form "P" of Annexure I, Volume I: Request for Proposal (RFP), Notice Inviting E- Tenders (NIT) &amp; Instructions to Bidders (ITB).</p> <p>The Contractor shall deliver the Performance Security to the Employer before signing of the Contract.</p>	<p>5.00% of Contract Price.</p> <p>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.</p> <p>Balance of the Performance Security in the form of a Bank Guarantee issued by a Nationalized Bank or a Scheduled Bank in India. The Bank Guarantee upto Defect Notification Period shall be in favour of "Employer" as per Form B of Annexure-I of the RFP document-Volume-I.</p> <p>Bank Guarantee in Form P Annexure I of Volume-I RFP document shall be in favour of Authority (The Secretary, Department of Tourism, Government of Kerala). Performance Security against Form B shall be valid up to 28 days after</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
			<p>completion of DNP and Form P shall be valid upto 28 days after completion of O&amp;M period.</p> <p>The Performance Security as per Form-P shall be submitted before one (01) month prior to the completion of Defect Notification Period.</p> <p>Additional Security Deposit/ Bank Guarantee is applicable in case of abnormally low bids/ unbalanced bids.</p>
50.	Volume-III Part-A Contract Data Sub Clause-4.2.3 Release of Performance Security (page no.148)	One part of Performance Security as per Form "B" of Annexure I Volume I shall be returned after the successful completion of Defects Notification Period. Another part of Performance Security as per Form "P" of Annexure I Volume I shall be returned after successful completion of Operation & Maintenance.	<p>The Performance Security as per Form "B" of Annexure I Volume I shall be returned after the successful completion of Defects Notification Period.</p> <p>The Performance Security as per Form "P" of Annexure I Volume I shall be returned as per the following schedule:</p> <ol style="list-style-type: none"> <li>1. One third of Performance Security after completion of Eight (08) years of O&amp;M period.</li> <li>2. Next one third Performance Security after completion of Twelve (12) years of O&amp;M period.</li> <li>3. Remaining Performance Security after completion of Fifteen (15) years of O&amp;M period.</li> </ol>
51.	Volume-III Part-A Contract Data Sub Clause-8.8 Delay Damages (page no. 148)	0.5% of the Contract Price per day, subject to maximum amount of delay or liquidated damages of 10% of the Contract Price. The Delay Damages shall be recovered from payments due to the contractor.	5.00% of the Performance Security per day of delay (to be computed on per day basis) provided further that the total amount of compensation delay to be paid under this condition shall not exceed 10% of the

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
			Contract Price.
52.	Volume-III PCC Time for Completion Sub clause- 8.2 (Page no. 148)	18 months from the commencement date	21 calendar months (excluding Defect Notification Period) from the date of commencement.
53.	Volume-III PCC Subcontractors Sub clause- 4.4(a) (Page no. 148)	Contractor may be allowed to subcontract any of the works and/or operational maintenance of the facility on case to case basis subject to the approval of the Employer.	Contractor may be allowed to subcontract any of the works and/or operational maintenance of the facility on case to case basis subject to the approval of the Employer. The Employer/Employer's Representative reserve the right to accept or reject the proposal for subcontracting and/or determine the quantum work allowed to be subcontracted.
54.	Volume-III PCC Adjustments for Changes in Cost Sub clause- 13.7 (Page no. 159)	Amend by deleting the entire contents of the Sub- Clause and replacing with the following: "Subject to Sub-Clause 13.7, the Contract Price shall not be subject to any adjustment in respect of rise or fall in the cost of labour, Materials, or any other matters affecting the cost of execution of the Contract."	"Subject to Sub-Clause 13.7, save and except for the amount pertaining to the O&M in the Financial Bid, other components of Contract Price shall not be subject to any adjustment in respect of rise or fall in the cost of labour, Materials, or any other matters affecting the cost of execution of the Contract." Price Adjustment is applicable for O&M cost alone and shall be 2.5% per year with a reset in every 3 years. Price adjustment shall be paid on net-billed amount approved by the Employer/Authority.
55.	Volume-IV Employer's Requirement 1.2 SCOPE OF WORK	A comprehensive masterplan is prepared for the Project area, which shows the initial phase of the Kovalam Beachfront Development Master Plan, presenting an array of interconnected conceptual proposals for	A comprehensive masterplan is prepared for the Project area, which shows the initial phase of the Kovalam Beachfront Development Master Plan, presenting an array of interconnected conceptual proposals for

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	<p>Sub clause- 1.2.1 PROJECT COMPONENTS (Page no. 35)</p>	<p>infrastructural development to be executed across the entire Project area. The broad components of the project including associated Mechanical Electrical and Plumbing (MEP) services are: 1. Development of Silent Valley Sun Bath Park 2. Development of Beachside Infrastructure (Hawa, Light House beach &amp; Adimalathura beach) 3. Development of Corporation Land 4. Development of Edakkal Rock Bridge 5. O&amp;M of the facilities for a period of Twelve (12) years. 6. Study of tides &amp; tidal currents aimed to identifying cost effective off-shore costal. Protection measures. by associating with agencies having similar experience such as NIOT, NCCR, IITs etc.</p>	<p>infrastructural development to be executed across the entire Project area. The broad components of the project including associated Mechanical Electrical and Plumbing (MEP) services are: 1. Development of Silent Valley Sun Bath Park 2. Development of Beachside Infrastructure for Hawa and Adimalathura Beach. 3. Development of Corporation Land 4. Development of Edakkal Rock Bridge 5. Development of Beachside Infrastructure for Lighthouse Beach. 6. Study of tides &amp; tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach. 7. O&amp;M of the facilities for a period of Fifteen (15) years. The Contractor/Selected Bidder shall start the work mentioned components 1,2,3 &amp; 4 and tidal study for Lighthouse Beach immediately after signing the agreement and time the Construction of component 5 &amp; 6 accordingly, so as to complete the entire work within period mentioned in the RFP document. The Contractor shall ensure beach formation and restoration of the Lighthouse Beach area by adopting the off-shore Geotube based protection measure only.</p>
56.	Volume-IV Employer's Requirement Clause	Reuse of Materials: Reduce waste and advance a circular economy by salvaging	Reuse of Materials: Reduce waste and advance a circular economy by salvaging

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	1.2.2 PROJECT COMPONENT DETAILS Sub clause- 1.2.2.1.1 Design Considerations (Fifth Paragraph) (Page no. 196)	and reusing materials from refurbished or demolished buildings for filling alone or as approved by the Employer's Representative / Authority's Engineer.	and reusing materials from refurbished or demolished buildings for filling alone or as approved by the Employer's Representative.
57.	Volume-IV Employer's Requirement Construction of Building & Infrastructure,(Point 4& 5) (Page no. 244)	4.The work shall be executed in accordance with the drawings /design approved by the Employer which are prepared by the Contractor in conformity with the scope of the project & specifications, standards and statutory requirements. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer's Representative / Authority's Engineer. 5.The Employer's Representative / Authority's Engineer may in his absolute discretion and from time to time review the drawings/ designs & approve drawings/ designs and/or written instructions, details, directions and explanations, in regard to:	4.The work shall be executed in accordance with the drawings /design approved by the Employer which are prepared by the Contractor in conformity with the scope of the project & specifications, standards and statutory requirements. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer's Representative. 5.The Employer's Representative may in his absolute discretion and from time to time review the drawings/ designs & approve drawings/ designs and/or written instructions, details, directions and explanations, in regard to:
58.	Volume-IV Employer's Requirement Construction of Building & Infrastructure,(Point c&d) (Page no. 245)	c) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Employer's	c) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Employer's

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
		<p>Representative / Authority's Engineer and no deviation of any account will be permitted.</p> <p>d) The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Employer's Representative. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Employer's Representative / Authority's Engineer will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials / fittings / fixtures proposed to be used in the work and obtain approval of the Employer's Representative. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.</p>	<p>Representative and no deviation of any account will be permitted.</p> <p>d) The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Employer's Representative. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Employer's Representative will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials / fittings / fixtures proposed to be used in the work and obtain approval of the Employer's Representative. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.</p>
59.	Volume-IV Employer's Requirement Sub Clause 1.2.2.2.3 Elements of Components	<p><b>Study for Coastal Protection</b></p> <p>Detailed study on the tidal force should be carried out for offshore and shoreline protection intended to hold back soil, give protection from the attack of waves, to and</p>	<p><b>Study for Coastal Protection</b></p> <p>Detailed study on the tidal force should be carried out for offshore and shoreline protection intended to hold back soil, give protection from the attack of waves, to and</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
	(Page no. 202)	<p>give the pathway and the shore stability, especially in places with variable ground conditions.</p> <p>The measures to be considered for the offshore and shoreline protection must be prepared after conducting the following studies such as</p> <ul style="list-style-type: none"> <li>• Tidal analysis</li> <li>• Sediment and underwater topography analysis</li> <li>• Wave analysis</li> <li>• Storm surge analysis</li> <li>• Shoreline change analysis</li> <li>• Geological Survey</li> <li>• Stakeholder engagement</li> <li>• Any other studies/ analysis required as per the Project requirement</li> </ul> <p>The results of the investigations should lead to the adoption of a diaphragm wall to safeguard the shoreline together with the use of cutting-edge techniques to efficiently disperse wave intensity.</p>	<p>give the pathway and the shore stability, especially in places with variable ground conditions.</p> <p>The measures to be considered for the offshore and shoreline protection must be prepared after conducting the following studies such as</p> <ul style="list-style-type: none"> <li>• Tidal analysis</li> <li>• Sediment and underwater topography analysis</li> <li>• Wave analysis</li> <li>• Storm surge analysis</li> <li>• Shoreline change analysis</li> <li>• Geological Survey</li> <li>• Stakeholder engagement</li> <li>• Any other studies/ analysis required as per the Project requirement</li> </ul> <p>The results of the investigations should lead to the adoption of a diaphragm wall and Design and Execution/Construction of Geotube based off-shore coastal protection measures for Lighthouse Beach.</p> <p>The overall depth of diaphragm wall (including underground &amp; over ground) considered for estimation is 6(six) meters. The Bidder shall make its own assessment for determining the depth of diaphragm wall underground on the basis of site conditions and soil investigation. In the event of the overall depth of diaphragm wall exceeding 6(six) meters, the Contractor shall be eligible for additional payment as per</p>

S.No	Reference/ Clause no.	Existing Clause	Modified and read as:
			actual, over and above the Contract Price. For which the Contractor 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.
60.	Volume-I FORM-“B” FORMAT FOR PERFORMANCE SECURITY	Existing Format	New format as per Annexure-I
61.	Volume-I FORM “M” FORMAT FOR UNDERTAKING SPECIALIZED WORK	Existing Format	New format as per Annexure-2
62.	Volume-I FORM “P” FORMAT FOR PERFORMANCE SECURITY FOR O&M	Existing Format	New format as per Annexure-3
63.	Volume-I FORM “Q” DRAFT AGREEMENT FOR O&M PERIOD	Existing Format	New format as per Annexure-4
64.	Volume-IV Clause 1.6 Payment Schedule	Existing Format	New format as per Annexure-5
65.	Volume-VI Financial Bid S.No.1006	Existing Format Comprehensive study for Sea wave pattern and protection /Tidal Analysis and offshore protection measures. (Refer Volume IV:	New Format Study of tides & tidal currents and Design and Execution/Construction of Geotube based off-shore coastal protection measures for



<b>S.No</b>	<b>Reference/ Clause no.</b>	<b>Existing Clause</b>	<b>Modified and read as:</b>
		Employer's Requirement)	Lighthouse Beach.
<b>66.</b>	General	Nil	Annexure-6 (Detailed Project Report) The DPR is only for reference purpose and the Bidder has to make its own assessment for arriving at the Bid Price based on the scope of the work mentioned in Volume-IV, Employer's Requirement. The Employer is not responsible for any discrepancies/differences within the DPR and/or between DPR and RFP documents.
<b>67.</b>	General	Nil	Indicative Terms of Reference (ToR) for Authority Engineer as Annexure-7

**FORM-"B"**  
**FORMAT FOR PERFORMANCE SECURITY**

WAPCOS Limited,  
 76-C, Institutional Area,  
 Sector-18, Gurgaon,  
 Haryana-122015

In consideration of \_\_\_\_\_ (hereinafter referred to as "the Employer's Representative") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Representative Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5.00% of the said value of the Contract Price to the Employer's Representative).

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

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

The Employer's Representative shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer's Representative shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer's Representative and the Contractor or any other course or remedy or security available to the Employer's Representative. The bank shall not be released of its obligations under these presents by any exercise by the Employer's Representative of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or

commission on the part of the Employer's Representative or any other indulgence shown by the Employer's Representative or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the Employer's Representative.

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

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

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

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

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

Notwithstanding anything contained herein

- i) our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ;
- ii) This bank guarantee shall be valid upto \_\_\_\_\_; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (indicate a date twelve months after validity of guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For & on behalf of Bidder

**FORM "M"**  
**FORMAT FOR UNDERTAKING SPECIALIZED WORKS**  
**(On a Rs 100/- non judicial stamp paper duly notarized)**

Name of project: We, M/s \_\_\_\_\_  
do hereby undertake to enter into a Joint Venture with specialized agency after approval  
of WAPCOS Limited for the execution of specialized works pertaining to  
\_\_\_\_\_ confirming:

We shall ensure DNP for 5 years for civil works and 3 years for Electrical, Plumbing and  
mechanical works

We shall execute Operation & Maintenance for Fifteen (15) years.

We shall ensure that the work is executed by specialized agency as per technical  
specifications as stipulated in the NIT. Any changes required shall be got approved by  
the Employer's Representative and the specialized agency shall abide by it.

We shall ensure that for all specialized works, for which intend to engage a specialized agency  
for execution of work, we shall take prior approval of the Employer's Representative  
before engaging such agency.

This undertaking with specialized agency does not absolve the Contractor M/s  
\_\_\_\_\_ from our contractual obligations

We shall be jointly and severally responsible for performance of the whole Contract.

**FORM-“P”**  
**FORMAT FOR PERFORMANCE SECURITY FOR O&M**

The Secretary  
 Department of Tourism,  
 Government of Kerala

In consideration of \_\_\_\_\_ (The Secretary, Department of Tourism, Government of Kerala) (hereinafter referred to as "the Authority") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (name of work) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5.00% of the said value of the Contract Price to the Authority for executing Operation & Maintenance period for Ten (10) years.

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

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

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the Contractor or any other course or remedy or security available to the Authority. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or

by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the Authority.

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

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

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

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

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

Notwithstanding anything contained herein

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

ii) This bank guarantee shall be valid upto \_\_\_\_\_; and

iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (indicate a date twelve months after validity of guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For & on behalf of the Contractor

**FORM-“Q”****DRAFT AGREEMENT FOR O&M PERIOD**

(To be executed on stamp per Rs.200/- (Government of Kerala Stamp Paper))

Preliminary Agreement entered into on this ..... day of..... Two thousand and ..... between the Secretary, Department of Tourism, Government of Kerala, of the one part and M/s.....

..... (here enter full name and address of the Bidder) hereinafter called the Contractor of the other part for the execution of the agreement as well as for the execution of the work .....

WHEREAS the the Secretary, Department of Tourism, Government of Kerala invited tenders for the ..... work ..... of.....

.....(here enter name of the work) by Notification No.....Dated .....in the .....

I/We undersigned hereby offer to operate and maintain the site for Fifteen(15) years in strict accordance with the Guiding Bidding Document for the consideration to be calculated in terms of the lumpsum quoted by us.

I/We undertake to complete the whole of the works as per the scope of work for O&M from the date of commencement of O&M period. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Bid Security Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) [carrying no interest] as mentioned in guiding bidding document in favour of the Authority and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per the bid document. I/We further agree for the applicable deduction from the 'Interim Payment' towards the Performance Security, which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Security for O&M as per the approved format. In case of failure in submission, the act shall be treated as Non- Performance and the original performance security submitted for the work shall be forfeited. I/We shall execute an agreement for the O&M period in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Security Deposit if any deducted from the payments shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Contractor to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/ us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference.

Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

- 1) The terms and conditions for the said contract having been stipulated in the said guiding bidding document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
- 2) I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work ..... (hereinafter the name of the work) if awarded in favour of the me/us.)
- 3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Employer can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Department of Tourism, Government of Kerala or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.
- 4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his Bid Security and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.
- 5) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final payment will be made only according to the availability of budget provision and allotment of funds of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF SRI.....  
..... (here enter the name of the officers of the Department )

for on behalf of the Secretary, Department of Tourism, Government of Kerala  
and .....

.....  
the Bidder have set their hand on the day and year first above written Signed by  
Sri.....



### 1.6 PAYMENT SCHEDULE

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)
2. Development of Beachfront side Infrastructure (Hawa, Light House Beachfront & Adimalathura Beachfront) (Refer 1.2.2.2 and Cl. 1.2.3)
3. Development of Corporation Land (Refer 1.2.2.3 and Cl. 1.2.3)
4. Development of Edakkal Rock Bridge (Refer 1.2.2.4 and Cl. 1.2.3)
5. Operation & Maintenance (O&M) for Fifteen (15) Years (Refer Cl. 1.2.4)

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

**TABLE-1**

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost as per Section C of Volume VI – Financial Bid		Deliverable Timeline
		Subgroup	Cumulative	
<b>A.</b>	<b>SURVEY, INVESTIGATION, PLANNING, DESIGN, ENGINEERING &amp; DRAWINGS</b>	<b>1.0%</b>	<b>-</b>	<b>3 Months from Date of Commencement</b>
i.	On submission of Quality Assurance Plan, Safety Plan, Project Execution Plan, CESMP, etc. to be mentioned with date of submission for approval.	0.1%	0.1%	
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.	0.1%	0.2%	-
iii.	On obtaining of Structural Scrutiny and recommendation for approval of designs from any Government Engineering College as per relevance and directions of Employer/Employer's Representative or Authority's Engineer	0.2%	0.4%	-

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost as per Section C of Volume VI – Financial Bid		Deliverable Timeline
		Subgroup	Cumulative	
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.	0.2%	0.6%	-
v.	On submission of Project Execution Drawings to Employer /Employer's Representative or Authority's Engineer	0.2%	0.8%	-
vi.	On submission of all Good for Construction (GFC) drawings as per requirements and directions of Employer/ Employer's Representative or Authority's Engineer.	0.2%	1.0%	-
<b>B</b>	<b>CONSTRUCTION (End of the Quarter)</b>	<b>90.0%</b>	<b>91.0%</b>	<b>17Months from issuance of GFC</b>
i.	2 <sup>nd</sup> Quarter on achieving financial progress of 20%	18.0%	19.0%	-
ii.	3 <sup>rd</sup> Quarter on achieving financial progress of 40%	18.0%	37.0%	-
iii.	4 <sup>th</sup> Quarter on achieving financial progress of 60%	18.0%	55.0%	-
iv.	5 <sup>th</sup> Quarter on achieving financial progress of 80%	18.0%	73.0%	-
v.	6 <sup>th</sup> Quarter on achieving financial progress of 100%	18.0%	91.0%	-
<b>C</b>	<b>COMPLETION/ COMMISSIONING ( In the 6<sup>th</sup> Quarter)</b>	<b>9.0%</b>	<b>100%</b>	<b>1 Month from 100% Financial progress</b>
i.	Installation, Testing, Trail Run and Commissioning	4.5%	95.5%	-
ii.	Submission of As-Built Drawings to the Employer	4.5%	100.0%	-
				<b>21 Months</b>
<b>D</b>	<b>OPERATION AND MAINTENANCE</b>			
	Percentage payment for O&M (15 years) (Payment Schedule shall be	100% of the Awarded	100.0%	

Sl. No	Description of Milestone	Percentage Breakup of the Awarded Contract Price for the Component A – Capital Cost as per Section C of Volume VI – Financial Bid		Deliverable Timeline
		Subgroup	Cumulative	
	as per Table 2)	Component B – O&M Cost as per Section C of Volume VI – Financial Bid		
	<b>TOTAL</b>	<b>100.0%</b>	<b>-</b>	

TABLE 2 PAYMENT SCHEDULE FOR O&M		
S. No.	At the End of	Percentage Payment of O&M Cost
1.	1 <sup>st</sup> Year	5.00%
2.	2 <sup>nd</sup> Year	5.00%
3.	3 <sup>rd</sup> Year	5.00%
4.	4 <sup>th</sup> Year	5.00%
5.	5 <sup>th</sup> Year	5.00%
6.	6 <sup>th</sup> Year	7.00%
7.	7 <sup>th</sup> Year	7.00%
8.	8 <sup>th</sup> Year	7.00%
9.	9 <sup>th</sup> Year	7.00%
10.	10 <sup>th</sup> Year	7.00%
11.	11 <sup>th</sup> Year	8.00%
12.	12 <sup>th</sup> Year	8.00%
13.	13 <sup>th</sup> Year	8.00%
14.	14 <sup>th</sup> Year	8.00%
15.	15 <sup>th</sup> Year	8.00%

**Note:**

- 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.
- 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.
- 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.

- iv. During O&M period, 1st Year shall start from date of issuance of Performance Certificate or handover whichever is later. On the recommendation of the Authority, the Funding Agency shall release payment due to the Contractor after deducting damages if any.
- v. Price Adjustment is applicable for O&M cost alone and shall be 2.5% per year with a reset in every 3 years. Price adjustment shall be paid on net-billed amount approved by the Employer/Authority.

**DETAILED PROJECT REPORT**

**Indicative Terms of Reference (ToR) for Authority Engineer****General**

1. The Authority Engineer shall discharge its duties in a fair; impartial and efficient manner; consistent with the highest standards of professional integrity and Good Industry Practice.
2. The Authority Engineer shall perform the duties and exercise the authority in accordance with the provisions of the Contract.
3. The Authority Engineer shall aid and advise the Authority on any proposal for Variation and Adjustments (Clause 13 of GCC) suggested by Employer's Representative.
4. In the event of any disagreement between the Parties regarding the meaning; scope and nature of Good Industry Practice; as set forth in any provision of the Agreement; the Authority Engineer shall specify such meaning; scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
5. The Authority Engineer shall review and verify the as-built drawings approved by the Employer's Representative after completion of the works. These drawings will be signed by the Authority Engineer after due verification.
6. The Authority Engineer shall act as a supervisor to the Employer's Representative and shall review and approve all the documents submitted by the Employer's Representative and submit their comments to the Employer/Authority within a specified time frame.

**Construction Period**

1. The Authority Engineer shall verify the designs and drawings submitted by the Contractor and recommended by Employer's Representative and give 'Notice of No-Objection' based on the detailed engineering study and the requirements.
2. During the Construction Period, the Authority Engineer shall independently (on sample basis or 100%) review the Drawings approved by the Employer's Representative along with supporting data. The Authority Engineer shall complete such review and send its observations to the Employer/Authority and the Employer's Representative. The Authority Engineer shall endeavor to complete the review within 7(seven) days of receipt of such Drawings wherever possible. In particular; such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
3. The Authority Engineer shall review any revised Drawings approved by the Employer's Representative and furnish its comments within 3(three) days of receiving such Drawings wherever possible.
4. The Authority Engineer shall review the Quality Assurance Plan approved by the Employer's Representative and shall convey its comments to the Employer's Representative within a period of 7(seven) days stating the modifications; if any; required thereto. Based on the revision submitted by the Contractor and recommendation by the Employer's Representative, Authority Engineer shall give Notice of No-Objection for Quality Assurance Plan (QAP). However, approval of the material source and the materials used shall rest with the Employer's Representative.
5. The Authority Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works; and convey its comments to the Employer's Representative within a period of 5 (five) days from the date of receipt of the proposed methodology from the Employer's Representative.
6. The Authority Engineer shall review the monthly progress report furnished by the Employer's Representative and send its comments thereon to the Authority and the Employer's Representative within 3 (three) days of receipt of such report.
7. The Authority Engineer shall periodically inspect the construction and shall advise the Employer's Representative the results of inspection and the remedial action to be

taken up by the Employer's Representative and the Contractor in respect of Defects or deficiencies.

8. For determining that the construction conform to Specifications and Standards, as it deems fit, the Authority Engineer may advise the Employer's Representative to instruct the Contractor, to carry out; or cause to be carried out; tests at such time and frequency and in such manner in accordance with Good Industry Practice for quality assurance.
9. In the event that the Contractor fails to achieve any of the project milestones, the Authority Engineer shall undertake a review of the progress of construction and advise Employer's Representative to;
  - a. Identify the reasons for potential delays; if any.
  - b. Assess the realistic time required for completion of the milestone/project.
  - c. Prepare a detailed day/week/month wise action plan for completion of the project within the time period or extended period as the case may be.
  - d. Take necessary corrective measures including imposition of delay damages as per the contract agreement.
10. Authority Engineer may recommend to the Authority/Employer suspension of the whole or part of the Works if such works pose threat to safety of the public, pedestrians. In such case, the Authority Engineer shall require the Employer's Representative to ensure that suitable remedial measures are carried out by the contractor. Upon completion of remedial measures to the satisfaction of the Authority Engineer, make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
11. Authority Engineer will assess the case and recommend the Employer/Authority, the actions to be undertaken in accordance with Clause 15 of the GCC.
12. Determination of costs and time: The Authority's Engineer shall be vested with, and shall be deemed to have the final say on following items in the event of disagreement between the Employer/ Employer's Representative and the Contractor:
  - 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.