

**Expression of Interest (EOI) for Selection of Consultant and
Request for Proposal (RFP)**

For Providing

**Consultancy Services for Setting up / Establishing Medicated
Drinking Water Distribution System along trekking path and
Sabarimala Temple premises including planning, designing,
establishing and commissioning**

TRAVANCORE DEVASWOM BOARD

**(An Autonomous Body constituted under the Travancore Cochin
Hindu religious Institutions Act XV of 1950)**

**Office of the Executive Engineer
Electrical Division
Chengannur**

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DISCLAIMER

Consultancy services for Setting up / Establishing Medicated Drinking Water Distribution System along trekking path and Sabarimala Temple premises including planning, designing, establishing and commissioning. Also information is provided on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided in RFP.

This document is not an agreement, is not an offer or invitation to any other party. The purpose of this document is to provide interested parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in this document.

The information is provided on the basis that it is non – binding on TDB, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

TDB reserves the right not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied.

While TDB have taken due care in the preparation of information contained herein and believe it to be accurate, neither TDB nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their RFP.

DEFINITIONS

- i) **“Application”** shall mean the response submitted by eligible Consultants/ Firms.
- ii) **“RFP”** shall mean the Request for Proposal, submitted by the Applicant in response to this document.
- iii) **“Applicant(s)”** shall mean all eligible Consultants/Firms pursuant to and in accordance with the terms and conditions of the Expression of Interest (EOI).
- iv) **“Client”** shall mean Travancore Devaswom Board and /or its designated officers.
- v) **“TDB”** shall mean an Autonomous Body constituted under the Travancore Cochin Hindu religious Institutions Act XV of 1950 with Registered Office at Nanthancode, Thiruvananthapuram -695003 represented by its Secretary which expression unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors and assignees.
- vi) **“Consultant”** shall have the same meaning as Successful applicant and with whom the Contract Agreement has been signed.
- vii) **“LOA”** Letter of Award shall mean the letter issued by TDB to the Successful applicant inviting him to sign the Contract Agreement
- viii) **“Contract Agreement”** shall mean the agreement to be signed between the Consultant and TDB for providing consultancy for the execution of the Project.
- ix) **“Security Deposit”** shall mean the amount to be collected by deductions from the due payments of the Consultant and held with TDB.
- x) **“Project”** shall mean Setting up / Establishing Medicated Drinking Water Distribution System along trekking path and Sabarimala Temple premises.
- xi) **“Site”** shall *mean the place where* the location of the proposed project.

REQUEST FOR PROPOSAL (RFP)

For Setting up / Establishing Medicated Drinking Water Distribution System along trekking path and Sabarimala Temple premises including planning, designing, establishing and commissioning.

SECTION I

1.1 BRIEF DESCRIPTION OF THE PROJECT

The Travancore Devaswom Board (TDB) intends to establish new system to distribute medicated drinking water to devotees along the trekking path and in and around Sabarimala Temple premises. The capacity of the system to be designed such that **hot medicated water** to be served to devotees round the clock during peak season time and the distribution system should be capable of catering medicated drinking water through kiosks installed at suitable intervals along the pathway for a population of 1.5 Lakh pilgrims per day. The distribution piping system and dispenser to be designed in such a way that each and every pilgrim should get hot medicated drinking water as and when required throughout the temple opening days by observing the food safety norms. The present system of preparation of medicated drinking water involves ingredients such as pathimugham, dried ginger & ramacham.

TDB wishes to appoint Consultant for this project. The consultant may be an individual or firm or company, having expertise in executing similar projects. The nature of services to be provided by the Consultant will include, but will not be limited to, planning and designing of medicated drinking water preparation system, distribution, preparation of drawings, designing of machineries such as boilers, storage systems, pipe lines etc for achieving the object of this project, preparation of BOQ and provide supervision at the Execution stage with due emphasis on quality of design. The scope of services would also include getting all requisite approvals from the competent authorities.

The Consultant will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

The estimated cost of the project shall be as per requirements of the project. However, the period of completion shall be as follows.

- a. **Planning of Project: - 2 Months.**
- b. **Execution period including all formalities: - 8 Months, as approved by TDB**

1.1 Consultancy Fee:

The consultants shall be paid the fixed fees as percentage of the estimated cost or the actual project cost of the work whichever is lower. The fee shall be inclusive of service tax and all

other taxes as applicable. The consultant shall give their breakup of the proposed fee to be paid.

1.2 Submission of RFP:

The authorized signatory of the applicant shall sign each page of the RFP Document.

1.3 Responsiveness of RFP: The RFP shall be declared non- responsive if the RFP submitted is conditional.

1.4 The Consultant shall be required to execute a Contract Agreement immediately on issue of Letter of Award by TDB.

SECTION II

INSTRUCTION FOR APPLICANT

1.SCOPE OF WORK

- a. The consultant shall provide comprehensive consultancy services for Design, installation and commissioning of medicated drinking water generation & distribution system at Sabarimala including preparation of detailed drawings ,visiting site, Lay out plan, planning of all services, preparation of BOQ and provide supervision at the Execution stage with due emphasis on quality of design for various areas required to undertake the implementation of the project out of the following field / services any /all of which may be required for the project:.
 - i. Concept plan in consultation with Client and preparation of Detailed Project Report.
 - ii. Proposing the machineries having high durability, efficiency and productivity.
 - iii. Preparation of drawings including mechanical, electrical, electronics and civil designs, Visiting the site, discussing details with the TDB/ Contractor/Client.
 - iv. Design of building required to house the production units, pipeline and kiosks including its locations.
 - v. Electrical Systems including power distribution and complete internal and external lighting, fire detection and alarm systems, closed circuit television and other electrical/electrical control and display systems including metering facilities, generators, UPS stabilized power conditioners, plumbing and firefighting system including fire protection.
 - vi. Signage for kiosks and production unit.

- vii. Any other or all services not specifically mentioned herein but required for the proper and successful completion of the project in accordance with international standards or Bureau of Indian Standards (BIS) including National Building Code etc. and food and safety standards.
- b. Consultant shall prepare preliminary designs, cost estimates, tender drawings, detailed cost estimates, NIT documents, drawings depicting interiors layouts and schematics with all specifications viz. Mechanical, Electrical, Electronics, Instrumentation and Civil including pipe line distribution system for various areas required to undertake the execution of the project.
- c. Consultant shall prepare drawings including all necessary architectural and engineering details to suitable scale etc. and all such other details of works as are required for execution of the project and modify the same if so decided by any authorised officer of client. Thereafter Consultant shall be responsible for ensuring implementation of project generally as per the approved drawings and make minor modifications / improvements in design, if required, as per the actual requirements at site.

2. **Services to be provided:**

- a) The Consultant shall undertake Preparations of detailed estimates of Mechanical, Electrical, Electronics & piping and Civil containing detailed specification and quantities of various items on the basis of specifications and schedule of rates maintained by CPWD/ derived rates based on market rates.
- b) The Consultant shall ensure that the proposals are sound and the estimates are accurately calculated based on adequate data. The Consultant shall be responsible for technical soundness of the estimate as well as the quantity of items of the BOQ.
- c) The Consultant shall assist TDB in preparation of tender documents by following the Volume I (Instruction to Bidders), Volume II (General Conditions of Contract) finalised by the client. The remaining tender documents shall be prepared by the Consultant by following provisions of CPWD Works Manual, CPWD schedule of rates, CPWD Specifications and upto date Contract & Manual circulars issued by CPWD. Any deviation from the above to be got approved from the client.
- d) The Consultant shall assist the TDB / Client in processing of call, receipt, scrutiny, processing and evaluation of bids as per procedure laid down in the CPWD Works Manual. The Consultant shall assist TDB / Client in collection of prevalent market rates so that TDB / Client can prepare proper justification based on prevalent market rates and coefficients as per CPWD Analysis of rates.
- e) The Consultant shall undertake Preparation of detailed design and Structural Drawings for Civil Constructions works including all services.
- f) The Consultant shall undertake any other additional responsibility that may be entrusted with respect to the project.
- g) All the documents prepared by the Consultant shall be the property of Client/TDB.
- h) The Consultant shall be required to obtain mandatory certificates to commission the drinking water project.

3. VALIDITY OF THE RFP.

The validity of the EOI & RFP shall be for a period of 180 days from last date of submission.

4. AWARD OF CONTRACT- Criteria

Subject to the requirements, TDB will award, the Contract to the Applicant/ Consultant, whose bid is found responsive, complete and in accordance with the RFP documents.

5. TDB'S RIGHT TO ACCEPT ANY OR ALL OFFERS:

TDB reserves the right to accept or reject any offer, and to annul the process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected applicants. TDB has no obligation to inform the affected applicant(s) of the reasons for rejection of RFP.

6. NOTIFICATION OF AWARD:

a) Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, TDB will notify the successful applicant by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted.

b) The Letter of Award shall constitute a part of the contract.

7. PERFORMANCE SECURITY:

The successful applicant shall furnish to TDB a security in the form of a **Bank Guarantee @ of 5% of the contract amount (consultancy charges)** from a Scheduled Commercial bank based in India in the Format given in Form-B, provided in Section II. The Performance Security shall be furnished within the time limit specified.

Failure of the successful applicant to submit the required Performance Security by due date, shall constitute sufficient grounds for the annulment of the award of Contract.

8. SIGNING OF AGREEMENT:

TDB shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms& conditions of agreement between TDB and successful applicant. Successful applicant will be required to execute the Contract agreement within 7 days from the date of issue of the Letter of Award. The performance guarantee should be submitted immediately after issue of letter of award but not later than 7 days of issue of letter of award. One copy of the Agreement duly signed by TDB and the Consultant through their authorized signatories will be supplied by TDB to the Consultant.

FORM A

FORM OF RFP

Note:

- i. The Appendix forms part of the RFP
- ii. Applicant(s) are required to fill up all the blank spaces in this form of Tender and Appendix.

To
The Executive Engineer
Electrical Division
Travancore Devaswom Board
Chengannur

Having examined the Terms of Reference and the terms of the Consultancy Services Contract attached thereto and the RFP for Consultancy services for Setting up / Establishing Medicated Drinking Water Distribution System along trekking path and Sabarimala Temple premises including planning, designing, establishing and commissioning.

I / We the undersigned offer to provide comprehensive Consultancy Services in conformity with the Terms of Reference and the terms & conditions of the Consultancy Contract attached thereto.

- 1. I / We undertake, if our Offer is accepted, I / We shall commence the work immediately on receipt of Letter of Award and to complete the whole of the Work comprised in the Contract within **the Time Schedules mentioned therein** from the date of issue of the Letter of Award.
- 2. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract @ of 5% of the contract amount as detailed in Form-D.
- 3. I / We agree to abide by this Offer for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry this period or any extended period mutually agreed to.
- 4. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of TDB that if it finds our declaration to the contrary, it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
- 5. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2023

Signature

Name..... in the capacity of duly authorized to sign documents for and on behalf of.....

Address

Witness

Signature

Name

Address

Occupation

FORM- B

PAGE 1 OF 2 FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Travancore Devaswom Board (hereinafter called "TDB") of the other part.
 2. Whereas TDB has awarded the work of " _____) called the contract) to _____ (hereinafter called the Consultant). (Name of the Consultant)
 3. AND WHEREAS the Consultant is bound by the said Contract to submit to TDB a Performance Security for a total amount of. (5% of the contract amount).
 4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee TDB the full amount of 5% of the contract amount) as stated above.
1. After the Consultant has signed the aforementioned Contract with TDB, the Bank is obliged to pay TDB, any amount up to and inclusive of the aforementioned full amount upon written order from TDB to indemnify TDB for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by TDB immediately on demand without delay without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to TDB any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 30 months.)
 7. At any time during the period in which this Guarantee is still valid, if TDB agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by TDB and at the cost of the Consultant.
 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of TDB in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by TDB for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "TDB", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month 2023 being herewith duly authorized).

For and on behalf of

The.....Bank.

Signature of Authorized Bank official

Name.....:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

.....

Name

Address

.....

Designation.....:

Stamp/Seal of the Bank:

..... Signed, sealed and

delivered for and on

behalf of the Bank by the

above

Named _____ in The presence of:

FORM D

CONTRACT AGREEMENT

This agreement made on this _____ day of _____ Two Thousand twenty three between Executive Engineer, Electrical Division, Travancore Devaswom Board, Chengannur (hereinafter referred to as TDB) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part and M/s. _____ having their Registered Office at _____ (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

Whereas the TDB is desirous of undertaking “ _____ ” in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

TERMS AND CONDITIONS OF AGREEMENT

1. DEFINITIONS:

For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -

- i) "Approved" means approved by TDB's representative in writing including subsequent confirmation of previous approval.
- ii) "TDB" means the Travancore Devaswom Board, which expression shall unless excluded by or repugnant to the context include employer's representative.
- iii) "Consultant" means _____ (Successful applicant)

2. SCOPE OF WORK:-

2.1 The scope of work relates to providing Consultancy services for Setting up / Establishing Medicated Drinking Water Distribution System along trekking path and Sabarimala Temple premises including planning, designing, establishing and commissioning. The consultant shall provide comprehensive Mechanical/Electrical/Civil services, from beginning till the end of the project, including preparation of detailed drawings with all specifications viz.

Architectural, Electrical , Fire Fighting, pipe line distribution system, design of the boilers, complete electrical circuit design and preparation of drawings including mechanical, electrical, electronics and civil designs, visiting site, carry out site survey and preparation of surveyed site plan, preparing Architectural Design and Details, Lay out plan, planning of all services, preparation of BOQ and provide supervision and coordination with local authorities at the Execution stage with due emphasis on quality of design for various areas required to undertake the construction of the project out of the following field / services any /all of which may be required for the project:.

- a. Concept plan in consultation with Client and preparation of Detailed Project Report.
 - b. Proposing the machineries having high durability, efficiency, productivity and fuel to be used for the preparation of medicated water considering its cost, availability and type (LPG/HSD or locally available natural fuels).
 - c. Preparation of drawings including pipe line distribution network, kiosks and its location, mechanical, electrical, electronics and civil designs. Visiting the site, discussing details with the TDB/ Contractor/Client and to carry out site survey etc.
 - d. Architectural Planning and Designing of building for housing all machineries of the unit.
 - viii. Electrical Systems including power distribution and complete internal and external lighting, fire detection and alarm systems, closed circuit television and other electrical/electrical control and display systems including metering facilities, generators, plumbing and firefighting system including fire protection.
 - ix. Signage for kiosks and production unit building.
 - x. Any other or all services not specifically mentioned herein but required for the proper and successful completion of the project in accordance with international standards or Bureau of Indian Standards (BIS) including food safety norms.
2. Consultant shall prepare preliminary designs, cost estimates, tender documents, drawings depicting pipe line layouts and schematics with all specifications viz. Mechanical, Electrical, Electronics and Civil for various areas required to undertake the execution of the project.
 3. Consultant shall ensure that all drawings / designs are prepared in accordance with the relevant Indian Standard specification as amended upto the date or as per sound engineering practice and shall be responsible to ensure the efficiency / adequacy and utilities as per design.

2.2 Preliminary stage

The Consultant shall indicate the name of his sub-consultants for various services like mechanical / machine designs/ structural designs with their details. The Sub-consultant shall be associated from the preliminary drawing stage to the final stage of work. However, he shall be fully responsible for the correctness and accuracy of services design prepared by such sub-consultants & shall indemnify the TDB for damage or loss caused due to negligence of sub-consultant (s).

- a. Approvals/ CC /NOCs:-
- b. Obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board and local development bodies etc. as applicable necessary according to the local Acts, Laws, Regulations, etc. and make any changes desired by such authorities at no extra cost. The original documents of approval shall be submitted to the TDB. ii. Obtaining approval of the Architectural drawings from relevant local statutory body.
- iii. Obtaining approval of electrical drawings from Central / State Electrical Inspectorate, as applicable.

2.3 Execution/Completion stage The Consultant shall:

- a. The consultant shall supervise the work so that the same is progressing and executing as per schedule.
- b. Supply all the approved & duly marked drawings, specifications and details in the manner required by TDB for proper execution of the work.
- c. Obtain TDB's approval for any material deviation in design or specifications before any revision of Drawings already approved by them.
- d. Shall inspect during progress of work & certify correctness of the physical execution of work layout at site as per approved drawings/ plans.
- e. Shall attend review meetings held in connection with the work, without any additional cost or DA/TA.
- f. Shall obtain commencement certificates at various stages according to local bodies' bye laws during execution from the local bodies in such a manner that the work's progress should continue unhindered.
- g. Coordinate the various activities of his sub-consultants.
- h. Shall obtain all the required completion certificates / NOCs from the various local authorities and furnish to the TDB the completion certificate along with four sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents. These drawings will be in addition to drawings and details mentioned in above clauses.
- i. Provide necessary drawings for electrical works for final approval of Electrical Inspectorate and concerned authorities to commission the project.

3.PAYMENT OF REMUNERATION

3.1Fee payable to Consultant

TDB shall pay for the scope of work as above, the Consultant **Total Fixed Consultancy Fee for consultancy, as -----% (-----percent only)** of the estimated cost of work as per approved DPR OR the actual construction cost of the work, whichever is minimum, for electrical, mechanical, civil & allied works HVAC, lifts etc. subject to the Consultant rendering timely and satisfactory services. (This fee shall be inclusive of all the direct and indirect taxes, Duties / CESS etc. to be paid by the consultant including Service Tax).

The intermediate payments shall however be made on the basis of estimated cost of component works. The payments made to the consultants shall be subject to deductions as per Indian Tax Laws

The above fees shall be deemed to be inclusive of fees payable by the Consultant to his any other sub-consultant and associates, needed to accomplish the project and nothing extra, whatsoever, shall be payable.

The statutory expenses paid to statutory bodies for the Project for obtaining approvals shall be reimbursed by the TDB over and above the Consultancy Fees. No reimbursement(s) shall be made by the TDB until the Consultant has submitted a written claim for the same and has attached sufficient documentary evidence

Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in Agreement. The payment shall be subject to deductions as per Indian income tax laws and other relevant laws.

4. EXTENSION OF TIME:

4.1 The time allowed for performance of the Works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The performance of the works shall commence from such time period as mentioned in contract. The consultant shall be provided on demand necessary required documents/ information and certificates/undertakings by the TDB. If the Consultant commits default in commencing the performance of the work as aforesaid, TDB shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

4.2 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in the contract. The

Consultant may also, if practicable, indicate in such a request the period for which extension is desired.

The TDB after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. The decision of TDB shall be final and binding in this regard. Whenever such extension of time is granted, it would be without prejudice to the rights of TDB to recover the liquidated damages from the consultant. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

4.3 If the work(s) be delayed by:-

4.3.1 force majeure, or

4.3.2 serious loss or damage by fire, or

4.3.3 civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

4.3.4 Any delay in supplying the requisite documents and delay due to any cause beyond the control of the Consultant, or

4.3.5 Any other cause which, in the absolute discretion of the TDB is beyond the Consultants' control. Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the authority as indicated in the contract but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the TDB to proceed with the works.

4.4 Force Majeure

- i. War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Consultants shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- ii. Should one or both parties be prevented from fulfilment of the contractual obligations by a state of force majeure, the two parties

shall consult each other and decide regarding the future execution of the contract.

5. LIQUIDATED DAMAGES FOR DELAYS

If the consultant fails to maintain the required progress or to complete the work and obtains completion certificate(s) from statutory authorities on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the TDB on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified (whose decision in writing shall be final and binding) may decide on the amount of contract value of the work for every completed day/month (as applicable) that the work remains incomplete.

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

(i) Compensation for delay of work @ 1.5 % per month of delay
To be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the gross consultancy Fee or of the corresponding consultancy Fee of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the TDB.

6. PERFORMANCE GUARANTEE

The Consultant will be required to furnish Bank Guarantee from nationalized / scheduled bank by way of Performance Guarantee in the prescribed Performa (Please refer FORM B), for due fulfillment of the Contract and shall submit after award of work and before signing of the Contract/Agreement. The Performance Guarantee shall remain valid up to completion of the work plus 180 days and the same shall be released after six months from satisfactory completion of the project.

(i) The Consultant will be required to furnish **Performance Guarantee** of 5% (Five Percent) of the contract value within the period specified in RFP. The same should be in the form of fixed deposit receipts from any scheduled or nationalised banks pledged in favour of the Executive Engineer, Electrical division Chengannur.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.

- iii) The TDB shall not make a claim under the performance guarantee except for amounts to which the TDB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the TDB may claim the full amount of the Performance Guarantee.
 - (b) Failure by the consultant to pay TDB any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by TDB. iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the TDB.

7.FORFEITURE OF PERFORMANCE GUARANTEE

In case the consultant fails to complete the work, TDB, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to TDB.

In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant. The consultant forthwith, on demand from TDB, shall make good the deficit.

8.SECURITY DEPOSIT

The consultant whose tender(s) may be accepted (hereinafter called the Consultant) shall permit the TDB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill. Such deductions will be made and held by the TDB by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the consultant to the TDB as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the TDB to make good the deficit.

All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the consultant by the TDB on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the consultant shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks endorsed in favour of the TDB, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills of the consultant at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided, further, that the validity of bank guarantee shall be in conformity with provisions contained in this agreement which shall be extended from time to time depending upon extension of contract granted.

The Guarantee for security deposit shall remain valid up to completion of the work plus 180 days and the same shall be released after six months from satisfactory completion of the project.

9.DETERMINATION AND RESCISSION OF AGREEMENT

9.1The TDB without any prejudice to their right against the Consultant in respect of any delay by notice in writing, may absolutely determine the contract in any of the following conditions:-

- i) If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of agreement.

9.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the TDB shall have power:

- a) To rescind the agreement and forfeited the Performance Guarantee submitted by the consultant absolutely.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

9.3In any case in which any of the powers conferred upon the TDB under this clause, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Consultant and the liability of the Consultant for compensation shall remain unaffected.

10.SUB-CONTRACTING & SUB-CONSULTANT

10.1The Consultant shall not subcontract whole of the work. The Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from the TDB.

10.2The Consultant shall indicate the name of sub- consultants for various services with their organization details, qualification and experience of the main personals and shall obtain prior approval of the TDB before their engagement for the consultancy. Such Sub consultant approved by TDB shall be associated from the preliminary drawing stage to the final design work. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify the TDB for damage or loss caused due to any negligence of sub-consultant(s). The copy of the agreement between sub consultant and the consultant shall be submitted to the TDB and in case the fees agreed between consultant and sub consultant are not paid to the sub-consultant in time as per agreement between them, the TDB shall have a right to recover the disputed amount payable to the sub-consultant from the consultant's bills and shall keep the disputed amount in deposit till such time the dispute is resolved.

11.PROOF CHECKING OF PROPOSALS

The Consultant shall get the design proof checked through any IIT/NIT/CET or any agency nominated by the TDB as and when necessitated. The Consultant shall carry out any correction/ modifications as suggested by the said agency. The suggestions of the proof checking agency shall be binding on the Consultant. The fee for proof checking shall be deposited by the consultant which shall be reimbursed on actual basis on submitting the payment receipt. The reimbursement of payment shall be made to the consultant on obtaining completion of proof checking of mechanical, structural, electrical designs and drawings from the approved institute.

12.PROJECT MONITORING COMMITTEE

The progress of the assignment shall be reviewed by a Project Monitoring Committee constituted by the TDB/Client. The Project Monitoring Committee shall be responsible for day to day monitoring of the Project. The Project Monitoring Committee shall conduct monthly periodic reviews for the performance of the Consultant and report the same to the TDB. The Consultant shall comply with the instructions of the committee and the same shall be bound on him.

The TDB has the right to inspect the accounts and records and get the same audited by the auditors appointed by the TDB. The Consultant shall provide all assistance to the TDB, the Committee and any authorized representative of the TDB in this regard.

13.CONULTANTS SITE VISITS DURING PLANNING, EXECUTION/COMPLETION STAGE

The Consultant shall maintain a "Project Team" in his office consisting of adequate key personnel during the construction phase and render advice to the TDB and the Implementing Agency as and when called upon.

During planning (pre-construction) the Consultant and his team shall visit the site as per requirements at his own cost.

During execution and post construction, the consultant and his team shall visit as and when required depending upon the execution of works, at his own cost.

14.QUALITY ASSURANCE

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Consultant shall correspond to the best practices w.r.t the required consultancy services.

15.OWNERSHIP OF THE DESIGNS AND DRAWINGS

All copyright and other proprietary rights in the Works shall vest and stand assigned to TDB and TDB shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by TDB during the terms of the copyright and the Consultant shall be required/ obliged to execute any deeds/documents, as may be required or considered necessary, by TDB to give effect to and secure the above mentioned rights of TDB in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project. The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the TDB and any such act without the permission of the TDB shall constitute violation of Intellectual Property Rights.

All these drawings shall become the property of the TDB and he shall have the right to use the same anywhere else. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the TDB and/or his authorized representatives.

16.ADDITIONS AND ALTERATIONS

- a. The TDB shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request.
- b. In the event of changes, alterations are due to Consultant's own commission and/or discrepancies including changes required for meeting the requirements of bye laws & BIS codes and specifications for design of machineries/buildings and their services and due changes required by

consultants of all internal, external utilities and services, the Consultant shall not be compensated for such changes / alterations etc. The decision of the TDB shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design/planning etc., no amount will be payable.

- c. If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Consultant may be required, if so desired by the TDB, to make suitable alternative specifications for certain items of work to bring down the costs so that expenditure do not exceed the Preliminary Estimate by more than 5%. The consultant shall not be paid anything extra for such modification. If the TDB is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- d. The consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of the TDB in writing.

17. ABANDONMENT OF WORK

- e. That if the consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the TDB shall forfeit/ encash the Performance Guarantee and the decision of TDB shall be final and binding.

The TDB shall be at liberty to make full use of all or any of the drawings prepared by the Consultant. The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by the TDB (Decision of TDB shall be final and binding) subject to a maximum of 10% of the total fee payable to the consultant under this agreement including the recovery of liquidated damages.

- f. Provided, however, that in the event of the termination of the agreement under proper notice as provided in the contract agreement, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till the date of termination of contract agreement.

19. GUARANTEE

- a. Consultant shall guarantee that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.

- b. The Consultant shall be liable to TDB for the performance of services in accordance with the provision of this Agreement and for loss suffered by TDB as a result of default of the Consultant in such performance.
- c. The consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of skill shall be found defective within two years from the date of start of regular use of the portion of the work affected. The TDB shall grant right of access to the consultant, of this portion of the work claimed to be defective for inspection.
- d. The TDB may make good the loss by recovery from the dues of the consultant in case of failure to comply with the above clause.

20.GENERAL

- i. The Consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception. Any deviations, if noticed by the consultant, should be brought to the notice of the Project-in-Charge immediately.
- ii. The TDB will have the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer, check estimates and designs.
- iii. The Consultant shall be responsible for designs of machines/ structures and all provisions/ services of the work entrusted to him so as to satisfy the BIS & other Design standards/ requirements.
- iv. The Consultant hereby agrees that the fee to be paid as provided herein, in the contract agreement, will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the TDB in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- v. The consultants shall indemnify and keep indemnified the TDB against any such claims and against all costs and expenses paid by the TDB in defending himself against such claims.
- vi. The consultant hereby agrees that the TDB shall have the right to take out any of the activities, which in the opinion of the TDB is not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the consultant.
- vii. Maintenance of Record: The consultant is required to maintain all records related to the project for a minimum period of 4 years after the issuance of Certificate of Virtual Completion.

21.ARBITRATION

All disputes or differences whatsoever arising between the parties to this contract shall be settled by arbitration. Claims / counter claims to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by the

Travancore Devaswom Board. The award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996. It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

22. Amendments/Clarifications

Any clarifications, amendments issued before the last date of submission of the bids by the Consultant/firms, letters of negotiations with successful bidder and the LOA, etc. shall form the part of this agreement.

In witness whereof the parties hereto have set their hands and seals the----- day of ----- above written.

SIGNED, SEALED AND DELIVERED	Name
<p>By the said _____ Name _____ on behalf of the Consultant in the presence of: Witness _____ Name _____ Address _____ _____</p>	<p>By the said _____ _____ on behalf of the TDB in the presence of: Witness _____ Name _____ Address _____ _____</p>