

Kerala State Higher Education Council
Minutes of the 9th Executive Body meeting held on 18.10.2024

The 9th Executive Body Meeting of the fourth KSHEC was held on 18.10.2024 at 11.00 am. in the Board Room of the Kerala State Higher Education Council. Prof. Rajan Gurukkal P.M., Vice Chairman presided.

The following members attended the meeting.

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| 1. Prof. Rajan Gurukkal P.M. | : | Vice Chairman, KSHEC. |
| 2. Dr. Saji Gopinath | : | Vice Chancellor, Kerala University of Digital Sciences, Innovation & Technology |
| 3. Dr. Sabu Thomas | : | Former Vice Chancellor, Mahatma Gandhi University |
| 4. Dr. K.K. Damodaran | : | Member, Executive Body, KSHEC |
| 5. Sri. Paul V. Karanthanam | : | Member, Executive Body, KSHEC |
| 6. Dr. Rajan Varughese | : | Member Secretary, KSHEC |

The following agenda was transacted and decisions taken.

Item No. 1 - Report of the Committee for formulating the curriculum of 4-year Integrated Teacher Education (ITEP).

After detailed discussion, it was resolved to approve the Report of the Committee for formulating the curriculum of 4-year Integrated Teacher Education (ITEP).

It was also decided to:

- i. To forward the recommendation of the Committee to the Government and National Council for Teacher Education (NCTE), New Delhi.
- ii. To explore the academic pathway/ transition / mobility between FYUGP and Four Year B Ed. Programme.
- iii. Prepare a model Regulation for Four-year Integrated Teacher Education based on the Guidelines of NCTE.
- iv. To take necessary steps to improve SAAC accreditation/ KIRF Ranking status of Teacher Education Colleges in the state.

(See Annexure -I (Executive Summary of the Report))

Item No. 2 - Centres of Excellence -MoU with Universities.

Resolved to approve the MoU between KSHEC and Universities for Centres of Excellence.

It was also decided to:

- a. Approved the constitution of Search Committee for Centres of Excellence with the following members forwarded to the Government.
 - i. **Prof. Rajan Gurukkal (Vice Chairman, KSHEC) (Chair person)**
 - ii. **Prof. Suresh Das (Former Vice President, KSCSTE)**
 - iii. **Prof. Fathimathu Zuhara (Rtd. Professor, Life Science, University of Calicut)**
 - iv. **Prof. Sabu Thomas (Former Vice Chancellor, Mahatma Gandhi University, Kottayam)**
 - v. **Prof. M.S Rajasree (Former Vice Chancellor, APJ Abdul Kalam Technological University)**
 - vi. **Prof. Jiju P. Alex (Member, Planning Board)**

- b. Decision to conduct university/ institution level inspection for starting of Centres of Excellence based on the expression of interest submitted by universities/ institution.
- c. It was decided to establish Kerala Institute of Advance Studies (KIAS) in Munnar in the College of Engineering campus Munnar, (under the Centre for Continuing Education Kerala (CCEK)) as per Government direction in this regard.
- d. Decided to commence the functioning of two Centres of Excellence – ‘Centre of Excellence for Teaching Learning’ and ‘Training & Kerala Network for Research Support in Higher Education’ in KSHEC, Thiruvananthapuram and the space in the Council building vacated by KSSTM shall be used for these Centres after renovation.
- e. The following list of Centres of Excellence and their implementing agencies were also approved.

Centres of Excellence in Higher Education

Sl. No.	Centres of Excellence	Agency/ Location
1	Centre of excellence for Teaching, Learning and Training	Kerala State Higher Education Council, Thiruvananthapuram
2	Kerala Institute for Science, Technology, and Innovation (KISTI)	Mahatma Gandhi University, Kottayam
3	Kerala Institute of Advanced Studies (KIAS)	Munnar Engineering College campus of the Centre for Continuing Education Kerala (CCEK)
4.	Kerala Network for Research-Support in Higher Education – (KNRSHE) Sub Centres _ a) Central Instrumentation Laboratory, TVPM (South) _ b) Central Instrumentation Laboratory – Kannur (North) c) Centre for Academic Computing, Cochin	Main Centre, Kerala State Higher Education Council, Thiruvananthapuram i. Government Women’s College, Thiruvananthapuram ii. Kannur University, Kannur ii. Cochin University of Science and Technology, Kochi
5	Centre for Indigenous People’s Education (CIPE)	University of Calicut, Kozhicode

	Institute for Tribal Studies and Research (ITSR) at Chethalayam to be transformed as Centre for Indigenous People	
6	The Kerala Institute for Gender Equality (KIGE)	Sree Sankaracharya University of Sanskrit, Kalady
7	Kerala Language Network Sub Centre – a. Translation Centre, Ponnani b. Language Technology Mission, Kannur	Thunchath Ezhuthachan Malayalam University

Item No. 3- K- REAP Progress details - Reporting.

Reported the progress of K -REAP Project implementation as detailed below.

- MOU signed between KSHCE and ASAP for implementation of the K REAP project.
- ASAP has formed a Project Development Unit for the implementation of the project
- K reap domain is created and is now available in the web.
- The Data templates required to be prepared and to be uploaded by the respective universities are handed over to all the universities.
- All universities formed their K REAP Project Implementation Committee and K reap Project Unit in their respective university and allotted space for the K REAP PMU to function.
- Online/offline training for all universities is completed regarding the template preparation.
- Training for the PMU and PDU is completed.
- Live instants for all 8 universities were created and individual logins were given to respective universities.
- Hands on training regarding the K reap software implementation process was given for all the 8 universities and universities successfully generated their mark list through their K reap software.
- Kannur University, Sree Sankaracharya University of Sanskrit and Thunchath Ezhuthachan Malayalam University has taken steps to implement this software from the first semester of FYUGP2024-25.
- For Kannur university the college affiliation /course affiliation process is going on and once the course affiliation process is completed student registration will be activated
- As directed by the Government, a proposal regarding the financial aspects of the K REAP after negotiating with ASAP and considering the expenses of the Council for the functioning of the PMU will be prepared and submitted to the Government..

In order to ensure the smooth implementation of the K-REAP project it was decided to frame certain rules, SOP and committees :-

Committees

1. K Reap Steering Committee

The Steering Committee will be responsible for the strategic direction and overall governance of the K REAP project. It ensures that the project aligns with the university's goals, oversees high-level decision-making, and resolves escalated issues. This committee should meet at least once in a month and discuss the progress and plan the activities for the next month

Chairman: Prof. Saji Gopinath

Members : - Member Secretary KSHEC, CMD ASAP, K -REAP PMU, K -REAP PDU

2. K Reap Implementation Management Committee

This committee will manage the day-to-day aspects of the ERP implementation, providing regular reports to the Steering Committee. It ensures that the project is progressing as planned, addresses operational concerns, and ensures cross-departmental coordination. etc

Chairman: Member Secretary, KSHEC

Members : - Chairman /convenor of the K reap implementation committee from the respective university

K reap Project manager from PMU

K reap project head and chairman from the K reap Project Development Unit

3. K reap Coordination Committee

This committee will focus on the detailed implementation and customization of the K reap software for system specific university functions (e.g., Finance, Human Resources, Student Information Systems). It has to ensure that the K REAP software meets the specific functional requirement of each university/ department.

Members: K reap university nodal officer in charge of their project monitoring unit, K reap Project coordinators from ASAP, Dr. Sudheendran K, K Reap project Manager cum state nodal officer will be the convenor of this committee. This committee will meet regularly in online mode to discuss and resolve issues arises during the implementation process.

Item No. 4 - Higher Education Scholarship Guidelines and FYUGP.

Resolved to modify the Guidelines of Higher Education Scholarship in the context of implementation of FYUGP w.e.f 2024-25 academic year as given below.

The UG level Scholarship shall be extended up to the fourth year of study (Honours Level) to FYUGP students and such students shall be eligible for PG level Scholarship only for one year subject to other eligibility conditions of the Scholarship. Terms and conditions / Guidelines related to renewal of Higher Education Scholarship shall remain unchanged. The amount of Scholarship for the fourth year of study for the eligible students under FYUGP will be equal to the amount now given for the first year of PG study.

YEAR	RENEWALS			
FIRST YEAR Amount:12000 (PH 15000)	FIRST RENEWAL Amount:18000(PH 22500)	SECOND RENEWAL Amount:24000 (PH 30000)	THIRD RENEWAL Honours/ PG first year Amount:40000 (PH 50000)	FOURTH RENEWAL/ PG second year Amount:60000 (PH 75000)
2024-25	2025-26	2026-27	2027-28	2028-29
	GENERAL : 1 ST SEM (Minimum B grade) OTHERS (BPL,OBC,SC/ST,PH): (Minimum C grade)	GENERAL : 3rd SEM (Minimum B grade) OTHERS (BPL,OBC,SC/ST,PH): (Minimum C grade)	GENERAL : 5 th & 6th SEM (Minimum B grade) OTHERS (BPL,OBC,SC/ST,PH): (Minimum C grade)	GENERAL : PG 1 st SEM (Minimum B grade) OTHERS (BPL,OBC,SC/ST,PH): (Minimum C grade)

Item No. 5 - Higher Education Conclave.

Reported

International Conclave on Next-Gen Higher Education: The International Conclave on Next-Gen Higher Education, scheduled for December 19-20, 2024, in Kochi, will focus on transformative strategies to shape the future of higher education. The KSHEC plays a pivotal role in overseeing the conclave theme, objectives, and session topics to align with current global trends and challenges in Kerala's higher education sector. The KSHEC is also responsible for securing prominent national and international speakers, planning sessions, and developing the conclave website. To ensure widespread reach and participation, the KSHEC also spearheads promotion and outreach efforts.

The agenda of the conclave includes keynote addresses, various parallel sessions and case study presentations on Transformative Power of AI in Education, Ongoing Reform Initiatives, Financial Sustainability, Research Excellence, Global Engagement, Future of Work and Higher Education, Regulatory Reforms, Democratic Student Unions, gender equality, sustainability and curricula, etc. Through interactive sessions and networking opportunities, the event aims to generate actionable recommendations that will inform best practices and guide policy formulation for Kerala's higher education landscape.

Engaging Foreign Scholars under Erudite Scholar in residence Scheme: The International Conclave on Next-Gen Higher Education, scheduled for December 19-20, 2024, in Kochi, will emphasize transformative strategies in the higher education sector. Therefore, inviting distinguished international scholars, including Nobel laureates, to share insights on the latest global trends affecting higher education is important. The Kerala State Higher Education Council (KSHEC) will identify and extend invitations to selected globally renowned scholars under the ERUDITE Scholar-in-Residence Scheme. The KSHEC will also explore opportunities for these visiting scholars to engage with various universities and colleges in Kochi beyond the conclave.

The host institution will be responsible for coordinating the scholar's programs across different campuses in consultation with the Council.

Conclave Website: The International Conclave on Next-Gen Higher Education, scheduled for December 19-20, 2024, in Kochi needs to be promoted nationally and internationally, especially in the context of "Study in Kerala" initiative. Considering the international focus of the conference and its goal to engage participants from across the globe, it is essential to create a website that adheres to global standards. A thoughtfully designed, user-friendly website will act as a central platform for sharing information, managing registrations, and promoting the conference to an international audience. The site should deliver a smooth user experience. Furthermore, it should be optimized for search engines to boost visibility and draw potential speakers from outside the country, including Nobel Laureates.

Approved the proposal submitted by MS/ Raintels for the development of website for the International Conclave on Higher Education amounting to Rs. 2,15,000/- + GST (Rupees Two Lakh Fifteen Thousand + GST).

Dr. R. Bindu, Hon'ble Minister for Higher Education inaugurated the conclave website (<https://keralahighereducation.com>)

Item No. 6 - Reporting - Agreement with ULCCS.

The meeting approved the KSHEC agreement signed with ULCCS for the construction of Head Quarter building of KSHEC, Unnatha Vidya Bhavan -building construction entrusted to ULCCS.

(See Annexure -II - Agreement with ULCCS)

Item No. 7- Engaging Technical Person for check measure - Unnatha Vidya Bhavan.

Approved the panel of Engineers for preparing check measure for Unnatha Vidya Bhavan.

Sl No	Name and Designation	Work Assigned
1.	Mr. Sunil S. Executive Engineer, (Rtd.), Kerala Water Authority	Civil
2.	Smt. Mini S. Depty. Chief Engineer (Retd), Kerala State Electricity Board	Electrical

Item No. 8 - Construction of Toilet Block for KSSTM.

It was resolved to approve the Plan and Estimate for the construction of the Toilet Block for KSSTM as per the Government direction (Govt letter C2/71/2022/HEDn. dated 18.05.2022) and the expenses in this regard shall be met by the Council.

Item No. 9 - Renovation of KSHEC Board Room.

Resolved to approve the Plan and Estimate to renovate the Board Room and the room /space vacated by KSSTM for Centres of Excellence.

Item No. 10 - Modernisation of KSHEC Website.

Resolved to approve the proposal submitted by Ms. Keltron amounting to Rs. 253936 for development of KSHEC official Website as it was the lowest quotation received.

Item No. 11- Higher Education Empowerment Implementation Plan.

Resolved to approve the Report on Higher Education Empowerment Implementation Plan and decided to request the Government to extend the Higher Education Empowerment Implementation Plan 2023-24 to a further period of one year for achieving the major objectives envisaged in the Plan.

It was also decided to request the government to release necessary funds for the Plan as per the Government Order, GO (Rt) No. 747/2022/ HEDn. dated 21.05.2022.

The Minutes were read and confirmed

The Meeting which started at 11.00 am concluded by 1.00 pm.



Member Secretary



Vice Chairman

1.1 EXECUTIVE SUMMARY

KSHEC in accordance with order KSHEC-A3/345 (B)/Committee, dated Tvpm 22.12.2023 constituted the present Committee to adopt ITEP Curriculum Framework formulated by the National Council for Teacher Education (NCTE).

1.1.1 The Committee had the following Terms of Reference:

1. Customise the National Council for Teacher Education (NCTE)-ITEP Curriculum Framework through discussions with experts and stakeholders, and devise a Kerala State Curriculum Framework for its enactment in all Universities in Kerala and their affiliated institutions
2. Identify the challenges and opportunities existing in Kerala Teacher Education and Higher Education Scenario and develop a curriculum implementation strategy in alignment with the requisites and guidelines of the NCTE-ITEP Curriculum Framework and its Regulations, tailored to the realities and pertinent issues of the Kerala education system.
3. Offer specific recommendations and suggestions to the Government of Kerala, KSHEC and other stakeholders on how to effectuate the transformation of teacher education in Kerala in a smooth and quality ensured manner.

1.1.2. The primary purpose of the Committee's report is to apprise KSHEC and the Government of Kerala about the state of affairs and preparatory measures required for ITEP adoption towards transformation of teacher education in the Kerala context, and to provide suggestions on how the Government can foster an environment conducive for the purpose. The Committee through intensive deliberations developed a contextualised Curriculum Framework and Implementation package for ITEP in the state of Kerala. The rationale for implementing the ITEP has to be seen in that teacher education in the country has been in a state of disarray and there is a need for creating and fostering multiple dimensions of integration in curriculum structure and transaction in order to consolidate some crucial disconnects that hamper quality in teacher education system.

1.1.3 Currently, the pre-service teacher education programmes in Kerala consist of 2-year B.Ed. and 2-year M.Ed. programmes and 2-year Pre-primary and 2 years D.El. Ed. programmes.

1. Elementary pre-service and in-service teacher education programmes viz. D.El.Ed programmes of 2 years duration are organised by 14 DIETs, one in each district and other D.El.Ed Centres.
2. Secondary teacher education institutions are affiliated to four Universities in the State: Kannur University, University of Calicut, Mahatma Gandhi University, and University of Kerala, including 4 Government, 17 Aided and 166 Self-financing institutions. The self-financing institutions includes the B.Ed Centres run by Kerala, Calicut and Kannur Universities and the Teacher Education Colleges under Centre for Professional and Advance Studies (CPAS) affiliated to MG University, Kottayam.
3. There are a number of pre-primary teacher training centres functioning in the state including 4 government institutes.

1.1.4 NCTE initiated steps for ITEP nationwide implementation with stage wise teacher education programmes as per the new structure of school education namely foundational stage, preparatory stage, middle stage and secondary stage.

1.1.4.1. The NEP school education structure (5+3+3+4) is not implemented in Kerala. The whole curriculum structure of ITEP is based on 5+3+3+4 pattern which becomes a mismatch to our state with regard to existing structure.

1.1.5. With the Introduction of 4 year ITEP programme in the state, the current status of Institutions offering the 2 year Pre-Primary Teachers programme, DEl.Ed and BEd Programmes and also the teacher educators who are employed with these institutions is potentially jeopardised.

1.1.5.1 Stake holders expressed their concern over losing the identity of the existing STEIs and wanted the identity of the existing STEIs be protected rather than shifting ITEP entirely to multidisciplinary institutions.

1.1.5.2. The situation of elementary teacher education institutions are much more critical as they are presently with school education sector under SCERT. The Certificate and Diploma programmes will be phased out along with the introduction of ITEP and most of these institutions will not be able to transform to multidisciplinary environment within higher education sector.

1.1.6 NCTE endorses the adoption of the 4-year Integrated Teacher Education Programme (ITEP) and recommends a dual-major holistic bachelor's degree in Education as well as in a specialised Subject. The programme aims at preparing teachers for foundational, preparatory, middle and secondary stages as per the new school structure.

1.1.6.1 Beyond the teaching of cutting-edge pedagogy, the teacher education will include grounding in sociology, history, science, psychology, early childhood care and education, foundational literacy and numeracy, knowledge of India and its values/ethos/art/traditions, and more.

1.1.6.2 The Policy envisages that the 4-year integrated B.Ed. offered by Multidisciplinary Higher Education Institutions (MHEIs) will, by 2030, become the minimal degree qualification for school teachers.

1.1.6.3 The focus of teachers' work lies in the teaching of subjects prescribed for and/or opted for study by school students. Hence teachers are expected to have a deep knowledge and understanding of the conceptual structures and practice relating to a subject of study.

1.1.6.4 What teachers know about teaching and what they know about what they teach are critical to effective teaching and student learning. The integration and synthesis of teachers' pedagogical and subject matter knowledge help design multiple teaching-learning-assessment strategies and methods, and effective learning experience for students.

1.1.6.5 An institution can offer all four stage specific programmes leading to three streams leading to. BA.B.Ed.; BSc, B.Ed; and B.Com B.Ed degrees, total of 12 programmes. However it may offer only programmes according to their strength and demand on the field.

1.1.6.6 The flexibility of ITEP curriculum with multi-entry and multi-exit provisions and CBCS being adopted in higher education, institutions offering ITEP can also organise credit and non-credit bearing short-term courses for in-service teachers there by allowing a paradigm shift beyond the perspective of pre-service training to continuous teacher development

1.1.7 The multiple options for transitioning the existing TEI to MHEIs as well as existing HEIs to MHEIs based on given Guidelines and recommendations of UGC and NCTE are presented here.

1.1.7.1 Option-1: Establishment of Education Department in Multidisciplinary Institutions: This involves establishment of one Department of Education (DOE) in colleges/ universities/ HEIs to contribute to multidisciplinary and holistic education and to facilitate strengthening of research and development in the area.

1.1.7.2 Option-2: Transformation of stand-alone TEIs: This option would enable some existing stand-alone TEIs to transform to multidisciplinary HEIs on their own without any support from other institutions.

1.1.7.3 Option-3: Merger of HEIs including a TEI: Institutions (including TEI) functioning under same or different managements affiliated to the same university may merge to put the academic and physical resources to optimal use and to offer multidisciplinary education.

1.1.7.4 Option-4: Twinning of a TEI and a HEI: A twinning arrangement between a standalone TEI and a Multidisciplinary HEI affiliated to the same University existing in proximity can lead to a strong partnership of benefit to each other for offering programmes and activities benefiting the local community.

1.1.7.5 Option-5: Creating Institutional Clusters: This model is an extension of Option-4 where more than two Single-stream institutions including TEIs and MHEIs can become members of a cluster for offering multidisciplinary programmes including ITEP. The onus for ITEP implementation shall remain with the Teacher Education institutions or Education Department within a MHEI.

1.1.8. The reality in Kerala context show all available options for ITEP implementation may not be equally feasible in the Kerala context. Each institution will have to decide what could be the most plausible option if they decide to implement ITEP considering the possibilities existing in the local context.

1.1.8.1 There is presently a reluctance on the part of MHEIs to create a Department of Education on their campus and move towards adopting ITEP as envisaged by NCTE. However the management and staff are positive about cooperating in ITEP implementation mainly by twinning (Option-4) with TEIs in the proximity. Some apprehensions regarding their work load and expected qualifications required to teach subject courses in ITEP will have to be examined and resolved.

1.1.8.2 There is a possibility of transforming a selected few existing TEIs in Kerala having good infrastructure and human resource potential, to become MHEIs on their own. This model (Option-2) is similar to ITEP implemented in RIEs and could be possible if the Government of Kerala decide to provide support to at least one TEI under each university to go for this option and transform itself to a multi-departmental structure having a multidisciplinary environment.

1.1.8.3 Two institutions (a MHEI and a TEI) functioning under same management affiliated to the same university may find it more cost-effective to go for merging model (Option-3) thereby able to utilise academic and physical resources to optimally. This could done in accordance to the rules of the State government, affiliating university and the regulatory body. However, this could be feasible only in very few cases.

1.1.8.4 A twinning arrangement between a stand alone TEI and a MHEI affiliated to the same University existing in proximity can lead to a strong partnership of advantage to each other for offering programmes and activities benefiting the local community. This model resolves the existence issue of TEIs and protection of staff positions in MHEIs. While institutional twinning could happen very smoothly within same management it is equally feasible when these institutions are of two different managements or - one government and the other government aided or even self-financed- it is practical to have formally structured governing and monitoring arrangements as visualised by UGC Guidelines.

1.1.8.5 Institutional clusters (option-5) is an extension of twinning where more than two TEIs and MHEs with poor enrolment and lack of financial resources can diversify and improve enrolment by becoming members of a cluster thereby being able to offer multidisciplinary programmes including ITEP. These clusters can comprise institutions across stages of teacher training and HEIs to develop strong collaboration with well defined areas of responsibilities. Kerala already has the experience of institutional clusters in higher education (Report on Scheme of Cluster of Colleges, 2008)

1.1.8.6 For transforming all HEIs into large multidisciplinary institutions, the existing colleges operating in the same campus or in close proximity and even within a district can form a cluster. This will ensure that colleges with poor enrolment and fewer resources can offer or be a partner in multidisciplinary programmes and can have access to better facilities for the benefit of all. The cluster of colleges shall aim at making the courses more dynamic through collaboration with other national and international universities/institutions, prestigious government institutions and reputed

industrial houses and also avail of the courses offered in the online and ODL mode. Institutional clusters could also facilitate virtual collaboration in curriculum transaction.

1.1.8.7. With a flexible mind set the Option of cluster based ITEP implementation can solve the existence issue of TEIs including PPTTCs and D.El Ed Centres. Each of the four affiliating Universities in the state can affiliate the DIETs, D.ElEd Centres and PPTTCs in the districts coming within its jurisdiction. The Department/School of Education of each University could be strengthened and empowered to take up the responsibility of academic monitoring, capacity building and the University can award degrees through the Faculty of Education.

1.1.8.8 The DIET can play the nodal role of a Cluster and work along with all the primary and pre-primary teacher training centres of the district for implementing Foundation and Preparatory programmes of ITEP and may even offer the Middle programme of ITEP. The cluster can be created and managed according to broadly the Guidelines of UGC (2022) and the existing experience Cluster Scheme in Colleges of Kerala.

1.1.8.9 In-service teacher training can also be organised by a cluster according to the supervision and academic support SCERT. The existing BRCs and CRCs can also play a role in it as decided in the Cluster. All institutions need not offer all the programmes, each can perform according to their capacity.

1.1.8.10. Adoption of ITEP Curriculum in the country is in the initial phases with continual review and monitoring by NCTE. This is expected to be with an intension of refining the ITEP curriculum framework or even amending some of the existing regulations. The present Committee has based its proposals and recommendations on the existing framework and regulations and suggesting some changes for its smooth implementation in the state of Kerala.

AGREEMENT No:

AGREEMENT TO EXECUTE WORKS

This agreement made on the day of, 202...

BY AND BETWEEN

Kerala State Higher Education Council, PMG, Vikas Bhavan P.O., Thiruvananthapuram-695033 represented by its Registrar (hereinafter referred to as the “**Employer**”, which term unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the ONE PART.

AND

The Uralungal Labour Contract Co-operative Society Ltd (ULCCS), a co-operative society registered under the Co-operative Societies Act, 1969, and having its registered office at Madappally College P.O., Vatakara. Kozhikode District 673 102 represented by its Chairman Shri. Remeshan Palery (hereinafter referred to as “**Contractor**” which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors, associates and assignees) of the other Part

WHEREAS

- A. The Employer invited tenders from Non PMC Accredited Agencies vide Expression of Interest No. KSHEC-A7/719/MS/Drect./2022 (Unnathi Bhavan) Dated 09.06.2022 for work execution of the project “**Construction of Unnatha Vidya Bhavan, Phase 1, Thiruvananthapuram**” in Thiruvananthapuram district.
- B. The Uralungal Labour Contract Co-Operative Society Limited (Non-PMC Accredited Agency) submitted bid in response to the bid invitation and quoted Centage charge @ 4.5% in accordance with the guidelines issued by the Government for carrying out public works by Accredited Agencies vide GO (P) No. 67/2021/ Fin dated 28.04.2021.
- C. AND WHEREAS the ULCCS has agreed to execute the project subject to the Conditions set forth herein:
- D. M/s ULCCS shall provide the services at the agreed centage charge of 4.5.% plus Goods and Service Tax as applicable at the time of billing.
- E. Administrative Sanction was accorded for the said work vide Order no. GO (Rt) No. 677/2024/HEDN Dated Thiruvananthapuram 13.06.2024 and GO(Rt)No. 1102/2024/HEDN Dated Thiruvananthapuram 29.08.2024 for an amount of Rs. 6,34,21,000/- (Rupees Six Crore Thirty Four Lakh Twenty One Thousand Only).
- F. WHEREAS ULCCS has submitted a detailed estimate for the Civil works adopting DSR 2018 rates and with Cost Index 35.59% for an amount of Rs.3,73,35,500.00/- (Rupees Three Crore Seventy Three Lakh Thirty Five Thousand Five Hundred Only). The quoted rates will be inclusive of all applicable taxes and cess excluding Goods and Service Tax (GST). The Goods and Service Tax as applicable at the time of billing shall be borne by the Employer by way of re-imbursement to the Accredited Agency against each bill.
- G. WHEREAS Employer has desired to award the work to ULCCS as Non- PMC for executing the project at a total amount of Rs. 6,34,21,000/- (Rupees Six Crore Thirty Four Lakh Twenty One Thousand Only) and issued a work order vide No. KSHEC-A3/369/Hq.Building/2021 Dated 30.08.2024.
- H. WHEREAS the estimate and design for executing Civil works submitted by the Contractor were scrutinized in detail by the Technical committee and Technical Sanction was accorded for an amount of Rs. 3,73,35,470.32/- (Rupees Three Crore Seventy Three Lakh Thirty Five Thousand Four Hundred and Seventy and Thirty Two Paisa only) as per T.S. No: 01/2024 Dated 30.08.2024 including centage charge @ 4.5% and presently

applicable GST @18% and both parties decided to enter into an agreement for successful completion of the Work.

- I. The ULCCS shall carry out the Works as per the specifications mentioned in the Agreement schedule and the time of completion shall be 15 months.

Now, therefore, this agreement witness that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Scope of Work

The Scope of Work includes preparation of detailed estimate, supervision, quality control, measurement, preparation of contract bills, design and execution of Civil Works as per the Schedule of Work (Annexure-A) attached to this agreement.

2. Duration of the work

2.1 For the consideration hereinafter mentioned, the Contractor shall complete the Works subjected to the said Conditions of Contract.

2.2 The Contractor shall carry out the Works in accordance with the drawings issued by the Architect/Structural design Consultant and as per the specifications mentioned in the Agreement schedule.

2.3 The period of completion shall be 15 months from the signing of this agreement, and/or from the date of handing over of the work site without any encumbrances whichever is later.

2.4 Provided that any delay/laches on part of the Employer which affects the execution of this Agreement, which includes but not limited to availing sanctions/permissions from the statutory authorities/department, handing over possession etc. or any delay due to force majeure event shall be adjusted accordingly and the date of completion in the clause 2.3 above shall be extended to that effect.

3. Contract Price:

In consideration of carrying out the Scope of Work as per Schedule of Work, the Employer shall pay to the Contractor Rs. 3,73,35,470.00/- (Rupees Three Crore Seventy Three Lakh Thirty Five Thousand Four Hundred and Seventy Only) or an amount that shall

become payable as per the actual quantity of work executed for satisfactory completion of the Work.

4. Variations and Alterations

4.1 The Employer has the right to request the Contractor to carry out all variations and alterations from the plans and specifications provided that such alterations and variations have been approved in accordance with the controlling legislation.

4.2 The Contractor shall price such variations and alterations within a reasonable amount of time of the receipt of the requests by the Employer to do so. Work shall not be carried out on the alterations and variations until the Employer and the Contractor have agreed to the prices charged by the Contractor for such work. The Contract Price shall be revised in order to give effect to any variations, alterations, substitutions and extra or additional quantity and items executed for satisfactory completion of the Work.

4.3 The Contractor shall state whether the alterations or variations requested will lead to an extension of time for the completion of the Works and he shall give the Employer his best estimate of the extra time required.

5. Extension of time

5.1 As soon as the Contractor recognizes that the work will not be finished in the time agreed upon, the Contractor shall inform the Employer of the need for more time to complete the Works with justification for the extension of time.

5.2 The Employer shall consider the request for an extension of the contract completion time taking into account the reasons given by the Contractor for such extension, and to grant the request if considered reasonable in the circumstances of the construction of the Works.

6. Defects Liability period

6.1 The Contractor is expected to make right any defects found in the Works due to defective construction practice as per GO(Rt) No. 161/2019/Fin Dated 25.11.2019 after the completion of the Works.

7. Rates

7.1 The rates shall be the estimate rates submitted by the Contractor in the Contractor's final proposal. Provided that the basic rates considered for analysis is the Delhi

Schedule of Rates 2018 (DSR 2018) published by CPWD with the applicable cost index.

7.2 The quoted rates will be inclusive of all taxes and Cess excluding Goods and Service Tax (GST). The Employer shall bear Goods and Service Tax as applicable at the time of Billing. The present rate of GST is 18%, which shall be paid by the contractor and included in the bill for reimbursement by the Employer.

7.3 Validity of rates

7.3.1 The schedule of rates approved by the Employer is valid for the period of contract without considering the extended period. If the contract duration is extended for the reasons attributable solely to the Contractor then the schedule of rates shall be applicable through the extended period of the contract. If the contract period is extended for the reasons attributable not solely to the Contractor, the rates for such extended period shall be revised.

7.3.2 If any rate revision is warranted due to extension of contract period for reasons attributable not solely to the Contractor, the Contractor shall prepare and submit to the Employer for approval the new rates for those items along with rate analysis which are included in the agreement schedule, but not executed within the original period of the contract.

7.3.3 The Employer shall, as soon as possible, evaluate the new rates and append approval of these new rates for execution of the said schedule items within the extended period of the contract.

7.4 Centage charges @ 4.5% and GST @ 18% as imposed by Government applicable to consultancy services from time to time will be extra.

8. Measurements of Work Done

The recording of the measurements shall be made by the Site Engineer of the ULCCS. All measurements and levels shall be taken by the Site Engineer of the ULCCS or their authorised representative time to time during the progress of the work and such measurements shall be check measured by the Engineer appointed by the Employer as per GO (P) No. 67/2021/ Fin dated 28.04.2021. The ULCCS shall prepare the bills based on the measurements recorded in the Measurement Book and submit to the Employer.

9. Payment

- 9.1 The Employer shall pay the Contractor a sum that shall become payable in accordance with the estimate rates submitted by the Contractor in the final proposal for the construction and completion of the Works subject to the valuation of completed works /site measurements.
- 9.2 Interest free advance not exceeding 20% of the PAC shall be given, on the request of the contractor, within 10 days of the signing of this agreement. The Advance paid shall be deducted on pro-rata basis from each Running Account bills.
- 9.3 For payment, invoices/bills shall be made by the Contractor based on Valuation of completed works/ site measurements and the Employer shall pay the Contractor such Invoices/bills submitted by the Contractor within 30 (thirty) days of submission of the bill.
- 9.4 The total amount deducted as Retention amount from Running Account bills shall be 2.5% of the bill amount, subject to a maximum of 2.5% (two point five percent) of the total value of the contract. This amount will be released after the completion of defects liability period, without any interest. However, this amount can be released at the time of passing final bill subject to the condition that an unconditional undertaking in the Kerala Government Stamp paper worth Rs 200/- shall be furnished by the Accredited Agency to the effect that “the defects/shortcoming in the works done, as pointed out by the Engineer-in- charge/Employer during the defects liability period shall be rectified within the prescribed time demanded by agreement authority, without any extra cost and any failure on the above will result in recovery of expenditure incurred by the Employer for defect liability from future payment or through any tenable legal process.

10. Bill of quantities

- 10.1 The quantities given in the work order are merely for the guidance of the contractor and may vary on either side (i.e. + or -) up to any extent during actual execution. Some of the items may be added, deleted, omitted or altered during actual execution of work. The Contractor is bound to execute such varied quantities of work at his quoted rate as given in the schedule to this agreement up to an extent of 25% in excess of the agreed quantity or quantities. If the variation is above 25% both parties will mutually agree and admit the variance in quantity and rates.

10.2 It is agreed that, in cases where extra items are required to complete the Work, detailed rate analysis with prevailing market rate along with the overhead charges of 7.5%, and applicable centage charges will have to be submitted and the Employer shall approve the same within a time frame of 7 (seven) days.

11. Admission to site:

11.1 The Employer shall allow free ingress to and egress from the premises to the Contractor's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.

12. Sub delegation of the Work

12.1 The Contractor may sub delegate any part of the work to any third party and it is agreed that the Employer has no differences in such actions of the Contractor. Provided that the Contractor is responsible for the quality and completion of such works.

13. Indemnity

13.1 The Contractor shall indemnify the Employer in respect of all claims, damages or expenses, except any claim towards losses or damages to the existing building or its structural stability, payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises due to the negligence of the contractor.

13.2 The Employer shall indemnify the Contractor for all claims, damages or expenses payable other than that form part of the clause 13.1 above.

14. Termination of the Contract

14.1 Upon thirty days written notice to Contractor, Employer may, terminate the Contract. In such case, Contractor shall be paid for;

- a) completed Work executed in accordance with the Annexure A, prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- b) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment in connection with incomplete work, plus fair and reasonable sums for overhead and profit on such expenses;
- c) all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

- arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- d) 35% of the Estimated cost of the remaining work as a reasonable compensation to the Contractor

14.2. Upon thirty days written notice to Employer, Contractor may, terminate the Contract, if there occur any material breaches on part of the Employer in following this Agreement. In such case, Contractor shall be paid in accordance with the clauses 14.1.a, 14.1.b, 14.1.c and 14.1.d above. Delay in making payment shall be construed as material breach of this contract.

15. Force majeure

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party and is not foreseeable, is unavoidable, and makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes , but is not limited to, war ,riots, explosions, civil disorder, acts of God like earthquake, fire, Pandemics, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional actions of a party or such party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could have reasonably expected to take into account at the time of the conclusion of this Agreement, and avoided or overcome in the carrying out of its obligations. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

Neither party shall be liable to the other for any loss or damage suffered by it due to occurrence of any Force Majeure event.

16. Dispute Resolution

16.1 Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the Employer and the Contractor within the preview of

the contract agreement. If such discussions are not fruitful, the disputes has to be resolved through appropriate courts of Law having jurisdiction over Thiruvananthapuram.

16.2 All the relevant Government Orders related to execution of Public Works through Accredited Agencies shall be applicable to this agreement.

17. Notices

17.1 Any notice or other communication which either party is required by the Contract to serve on the other party shall be deemed sufficiently served if properly sent to the other party at its last known address by hand, by registered or speed post or by electronic mail transmission.

17.2 Notices are deemed to have been served in the normal course of delivery if they are properly dispatched to the last known address of the parties.

18. Miscellaneous

18.1 In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the contract referred to and they shall be deemed to form and be read and construed as part of this agreement.

18.2 All statutory approvals are the responsibility of the Contractor and the charges shall be reimbursed by the Employer. The Contractor shall have to take approval of all the drawings from concerned authority before starting of work on site and after completion of work/installation, the same shall be approved by the concerned authority before the work/installation is put to use.

18.3 The following documents shall be deemed to form and be read and construed as part of this Agreement in the order of preference as listed, viz

- i) Agreement schedule - Annexure I
- ii) Technical Sanction Order

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first herein above written. –

SIGNED and executed for and on
behalf of **the Employer**

in the presence of:

.....

Signature of Witness

.....

Name of Witness

(block letters)

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.....

Signature of authorised person

REGISTRAR

KERALA STATE HIGHER
EDUCATION COUNCIL,

PMG, VIKAS BHAVAN P.O

THIRUVANANTHAPURAM- 695033

Office held

.....

SIGNED and executed for and on
behalf of **the Contractor**

in the presence of:

.....

Signature of Witness

.....

Name of Witness

(block letters)

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.....

Signature of the authorised person

CHAIRMAN,

URALUNGAL LABOUR CONTRACT

CO-OPERATIVE SOCIETY LTD

NO.10957, P.O.MADAPALLY

COLLEGE, VATAKARA,

KOZHIKODE- 673102

Office held

REMESHAN PALERY