

MALABAR CANCER CENTRE

(An autonomous centre under Government of Kerala)

KODIYERI, MOOZHICKARA (PO)

THALASSERY

E-mail: mcctly@gmail.com website: www.mcc.kerala.gov.in

Phone: 0490 2399350(30 lines), 0490 2399226, 0490 2399216

TENDER FOR MAINTENANACE OF LANDSCAPING AREA & GARDEN



MALABAR CANCER CENTRE

**KODIYERI, MOOZHICKARA (PO)
THALASSERY**

Name of Work: Maintenance of landscaping area and garden

INDEX

SL.No.	Contents	Page No.
1.	Tender Notice	02
2.	Form of preliminary Agreement	05
3.	Form of Tender	07
4.	Articles of Agreement	09
5.	General Conditions of Contract	12
7.	Special Conditions of Contract	17
9.	Specification	21
10.	Bill of quantities	23

ദർഘാസ് നോട്ടീസ്

മലബാർ കാൻസർ സെന്ററിൽ നിർമ്മിച്ചിരിക്കുന്ന പുൽത്തകിടിയും അനുബന്ധ പുറത്തോട്ടവുമു തുടർച്ചയായി അഞ്ച് വർഷത്തേക്ക് നല്ലനിലയിൽ പരിപാലിക്കുന്നതിന് ഈ മേഖലയിൽ പരിചയസമ്പന്നരായ ഗാർഡനർമാരിൽ നിന്നും ഏജൻസികളിൽനിന്നും ദർഘാസുകൾ ക്ഷണിക്കുന്നു. ദർഘാസുകൾ 22-07-2019 വൈകു: 3.30 മണിക്കുള്ളിൽ രജിസ്ട്രേഷൻ തപാലിൽ ലഭിക്കേണ്ടതാണ്.കൊറിയർ സർവ്വീസുകൾ അംഗീകരിക്കുന്നതല്ല. അനേദിവസം ഹാജരായ കരാറുകാരുടെ സാന്നിധ്യത്തിൽ 4.00ന് തുറക്കുന്നതുമാണ്.

നിരതദ്രവ്യം: ₹ 9000/-

ദർഘാസ് ഫീസ്: ₹ 800+18%GST. ദർഘാസ് ഫോറത്തിനും വിശദാംശങ്ങൾക്കും www.mcc.kerala.gov.in സന്ദർശിക്കുക. കാരണങ്ങളാലും വ്യക്തമാക്കാതെ ദർഘാസുകൾ സ്വീകരിക്കുവാനോ തള്ളിക്കളയാനോ ഉള്ള അധികാരം മലബാർ കാൻസർ സെന്റർ ഡയറക്ടറിൽ നിക്ഷിപ്തമായിരിക്കും.

നിബന്ധനകൾ:

1. കഴിഞ്ഞ രണ്ടുവർഷത്തിനുള്ളിൽ (17-18, 18-19) ചുരുങ്ങിയത് 20,000 ച.അടിയെങ്കിലും വിസ്തൃതിയുള്ള ഒരു പുൽത്തകിടി നല്ല നിലയിൽ പരിപാലനം പൂർത്തിയാക്കിയ പ്രവൃത്തിയുടെയൊ, അല്ലെങ്കിൽ ഇതേകാലയളവിൽ ചുരുങ്ങിയത് 15,000 ച.അടിയെങ്കിലും വിസ്തൃതിയുള്ള രണ്ട് പുൽത്തകിടികൾ നല്ല നിലയിൽ പരിപാലനം പൂർത്തിയാക്കിയ പ്രവൃത്തിയുടെയൊ പരിചയസമ്പന്നര തെളിയിക്കുന്ന സർട്ടിഫിക്കറ്റുകൾ ദർഘാസിനെപ്പം സമർപ്പിക്കേണ്ടതാണ്
2. സർക്കാർ സ്ഥാപനങ്ങൾ, സഹകരണ സ്ഥാപനങ്ങൾ, അംഗീകൃത ആർക്കിടെക്ടുകൾ, പ്രമുഖ കമ്പനികൾ എന്നിവിടങ്ങളിലെ മേലധികാരികൾ നൽകുന്ന സർട്ടിഫിക്കറ്റുകൾ മാത്രമെ സ്വീകരിക്കുകയുള്ളൂ
3. ആശുപത്രിക്ക് മുൻവശത്തും പ്രധാന കവാടത്തിനോടും ചേർന്ന് നിർമ്മിച്ചിരിക്കുന്ന പുൽത്തകിടിയും പുറത്തോട്ടവുമാണ് ഇതിൽ ഉൾപ്പെടുന്നത്. ഏകദേശം 25000 ച.അടി വിസ്തീർണം
4. പുൽത്തകിടിയും അതിനോട് ചേർന്നു വരുന്ന പുൽത്തകിടിയില്ലാത്ത ഭാഗങ്ങളും വൃത്തിയായി സൂക്ഷിക്കേണ്ടതും കരാറുകാരന്റെ ഉത്തരവാദിത്തമാണ്.
5. പുൽത്തകിടിയിലും അനുബന്ധ പുറത്തോട്ടത്തിലും ദിവസേന എംസിസിയിലെ പ്ലാന്റിൽ നിന്നുള്ള ശുദ്ധീകരിച്ച വെള്ളം ഉപയോഗിച്ച് നനയ്ക്കേണ്ടതാണ്.
6. പുൽത്തകിടി ചിതൽ ശല്യവും, ഫംഗസ് ബാധയും കാരണം നശിക്കാതിരിക്കാനായി ആവശ്യമായ മരുന്നുകൾ പ്രയോഗിച്ച് വൃത്തിയായി പരിപാലിക്കേണ്ടതാണ്.
7. പുൽത്തകിടിയിൽ കൃത്യമായ ഇടവേളകളിൽ വളം ചെയ്യേണ്ടതും, കളശല്യത്തിനായി കളനാശിനി പ്രയോഗിക്കേണ്ടതുമാണ്.

8. പുൽത്തകിടി ഭംഗിയാക്കി, കൃത്യമായ ഇടവേളകളിൽ കാഴ്ചയിൽ മനോഹരമായി വെട്ടിയൊതുക്കി വൃത്തിയായി പരിപാലിക്കേണ്ടതാണ്.
9. രണ്ടാഴ്ചയിലൊരിക്കൽ പൂർണ്ണമായും കളകൾ പരിച്ച് മാറ്റി വൃത്തിയാക്കേണ്ടതത് നിർബന്ധമാണ്, ആവശ്യമാണെങ്കിൽ ഇതിനിടയിലും ഇൗരീതിയിൽ വൃത്തിയാക്കേണ്ടതാണ്
10. പരിപാലനത്തിന് ആവശ്യമായ തോട്ടപണിക്കാർ, ഉപകരണങ്ങൾ, വളം, കളനാശിനി (എംസിസി അംഗീകരിച്ചവ മാത്രം) എന്നിവയെല്ലാം കരാറുകാരൻ തന്നെ സ്വന്തം ചിലവിൽ ഏർപ്പാടാക്കേണ്ടതാണ്.
11. പുനോട്ടത്തിനും പുൽത്തകിടിയിടയ്ക്കും ഏതെങ്കിലും രീതിയിൽ നാശം കരാർ കാലയളവിൽ ഉണ്ടാവുകയാണെങ്കിൽ ആയത് പുന: നിർമ്മിക്കേണ്ടത് കരാറുകാരന്റെ ബാധ്യതയാണ് അല്ലാത്തപക്ഷം എം.സി.സി നിശ്ചയിക്കുന്ന നഷ്ടം കരാറുകാരന്റെ ബില്ലിൽനിന്നും ഇഴുടാക്കുന്നതായിരിക്കും
12. മേൽ പ്രവൃത്തി കുറഞ്ഞതുക ക്വോട്ട് ചെയ്തയാൾക്ക് ഉറപ്പിക്കുന്നതും 200രൂപ സ്റ്റാമ്പ് പേപ്പറിൽ കരാറിൽ ഏർപ്പെടുത്തേണ്ടതുമാണ്.
13. പരിപാലനത്തിന് കൃത്യനിഷ്ഠയും ഗുണമേന്മയും ഉറപ്പു വരുത്തേണ്ടതാണ്. മേൽ പ്രവൃത്തിയായി വെള്ളം, വൈദ്യുതി എന്നിവ മാത്രമെ എംസിസിയിൽ ലഭിക്കുകയുള്ളൂ മറ്റല്ലാകാര്യങ്ങളും കരാറുകാരൻ സ്വന്തം നിലയിൽ ഏർപ്പെടുത്തേണ്ടതാണ്.
14. വെള്ളം നനയ്ക്കനായി സ്ഥാപിച്ചിരിക്കുന്ന സ്പ്രിങ്ക്ളറുകളുടെയും പൈപ്പ് ലൈനുകളും തകരാറുകൾ വരാതെ സൂക്ഷിക്കാനുള്ള ഉത്തരവാദിത്വം കരാറുകാരന്റേതാണ്.
15. സ്പ്രിങ്ക്ളർ ഇല്ലാത്ത സ്ഥലങ്ങളിൽ ഹോസ് ഉപയോഗിച്ച് നനയ്ക്കേണ്ടതാണ്. അത് കരാറുകാരൻ സ്വന്തം നിലയിൽ ഏർപ്പാടാക്കേണ്ടതുമാണ്.
16. പുൽത്തകിടിയിൽ ചുറ്റും നടപ്പിടിച്ചിട്ടുള്ള നമ്പർവട്ടം അതില്ലാത്ത ഭാഗത്തും കൂടി നടപ്പിടിച്ചിച്ച് ഭംഗിയാക്കി വെട്ടിവൃത്തിയാക്കേണ്ടതും കരാറുകാരന്റെ ഉത്തരവാദിത്വമാണ്
17. നികുതികൾ ഉൾപ്പെടെയുള്ള തുകയാണ് കരാറുകാരൻ ക്വോട്ട് ചെയ്യേണ്ടത്.
18. ഓരോ വർഷത്തേയ്ക്കുമുള്ള നിരക്കുകൾ ജി.എസ്.ടിയുൾപ്പെടെ പ്രത്യേകം പ്രത്യേകമായാണ് കോട്ട് ചെയ്യേണ്ടത്.
19. പുൽത്തകിടിയുടേയും പുനോട്ടത്തിന്റെയും പരിപാലനം എം.സി.സിക്ക് തൃപ്തികരമല്ലെങ്കിൽ എഷോൾ വേണമെങ്കിലും കരാർ അവസാനിപ്പിക്കാനും അതുപോലെത്തന്നെ തൃപ്തികരമാണെങ്കിൽ കരാർ കൂടുതൽ കാലത്തേയ്ക്ക് ദീർഘിപ്പിക്കുന്നതിനും എം.സി.സിക്ക് അധികാരമുണ്ടായിരിക്കും
20. ദർഘാസിൽ പങ്കെടുക്കാനാഗ്രഹിക്കുന്നവർ കരാറൊടുക്കേണ്ടുന്നഭാഗം നേരിട്ടുകാണേണ്ടതും വിശദാംശങ്ങൾക്ക് എഞ്ചിനീയറിങ് വിഭാഗവുമായി ബന്ധപ്പെടേണ്ടതുമാണ്.

21. സമയബന്ധിതമായി കരാർപ്രകാരവും എം.സി.സി.യുടെ നിർദ്ദേശപ്രകാരവും പരിപാലനം നടക്കാതിരിക്കുകയോ, വീഴ്ചവരുത്തുകയോ, പുൽതകിടിക്ക് ഏതെങ്കിലും രീതിയിൽ നാശം സംഭവിച്ചത് കൃത്യമായി പരിഹരിക്കാതിരിക്കുകയോ ചെയ്യുന്നപക്ഷം മറ്റ് ഏജൻസിയെ ഉപയോഗിച്ച് ശരിയാക്കുന്നതിനുള്ള അധികാരം എം.സി.സി.ക്കുണ്ടായിരിക്കുന്നതാണ്. ഈ ചെലവോ, കരാർതുകയുടെ (ഒരു വർഷത്തെ) 2%മോ (രണ്ട്) ഏതാണോ അധികം ആ തുക ഈ ഇനത്തിൽ കരാറുകാരന്റെ ബില്ലിൽനിന്നും വസൂലാക്കുന്നതുമായിരിക്കും.

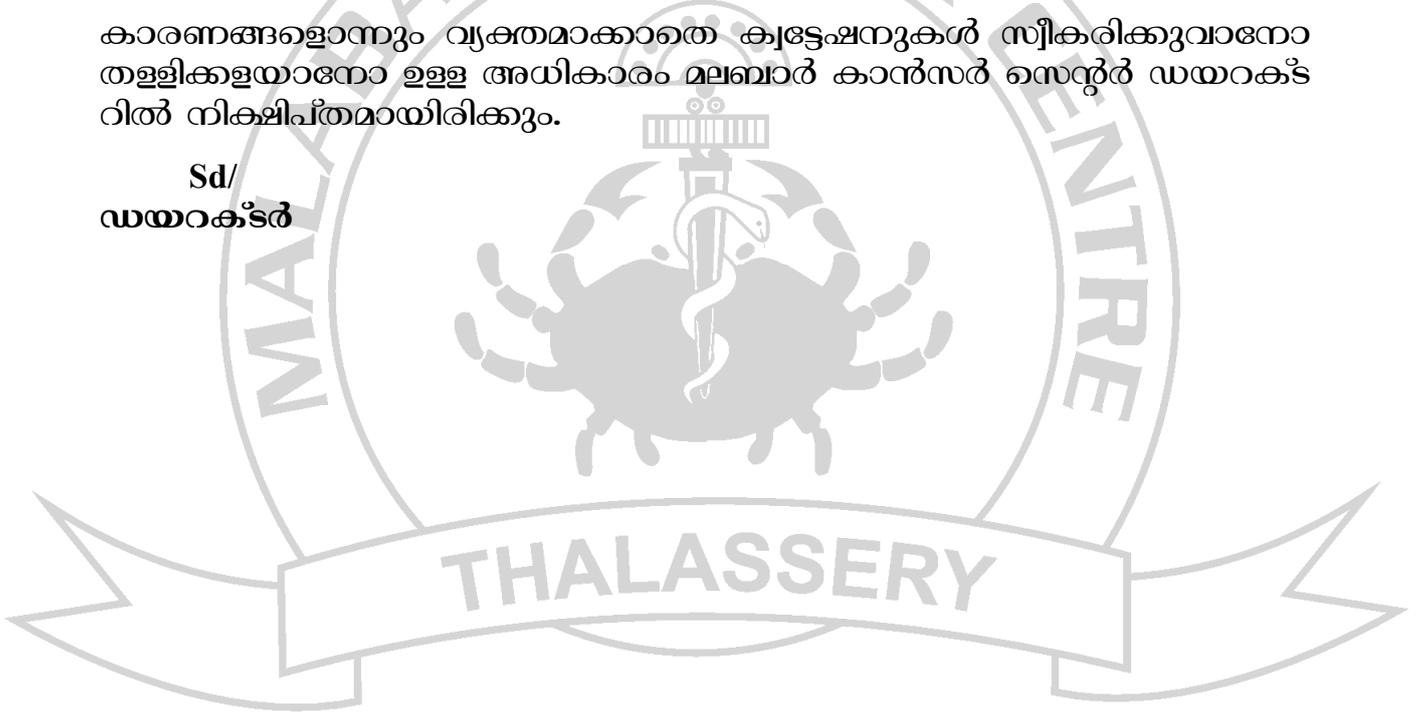
22. നിരതദ്രവ്യം: ₹ 9000/-, ദർഘാസിനൊപ്പം എം.സി.സി ഡയറക്ടറുടെ പേരിൽ ഡി.ഡി/എഫ്.ഡി ആയി അടക്കം ചെയ്യേണ്ടതാണ്

23. ദർഘാസ് ഫീസ്: ₹ 800+GST ദർഘാസിനൊപ്പം എം.സി.സി ഡയറക്ടറുടെ പേരിൽ ഡി.ഡി ആയി അടക്കം ചെയ്യേണ്ടതാണ്

24. 200 രൂപ മുദ്രപത്രത്തിൽ പ്രാഥമിക ഉടമ്പടി ((പ്രിലിമിനറി കരാർ) കരാറുകാരൻ ഒപ്പ് വച്ച് ദർഘാസിനൊപ്പം അടക്കം ചെയ്യേണ്ടതാണ്

കാരണങ്ങളാലും വ്യക്തമാക്കാതെ ക്വട്ടേഷനുകൾ സ്വീകരിക്കുവാനോ തള്ളിക്കളയാനോ ഉള്ള അധികാരം മലബാർ കാൻസർ സെന്റർ ഡയറക്ടറിൽ നിക്ഷിപ്തമായിരിക്കും.

Sd/
ഡയറക്ടർ



FORM OF PRELIMINARY AGREEMENT

(To be typed on Non-judicial stamp paper of ₹ 200/- and sign)

Preliminary agreement entered into on this day of2019
(Two Thousand and Nineteen) between the Director, Malabar Cancer centre, PO.
Moozhikkara, Thalassery (hereinafter called the Employer) of the one part and Sri
.....
..... (H.E full name and address of contractor hereinafter
called the contractor) of the other part of the execution of the work

WHEREAS the Employer invited tenders for the work
“.....” by notification No -.....
dated.....

AND WHEREAS para 13 of the notice inviting tenders started as follows. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him the tender shall deposit a sum sufficient to make up the balance of five percentage of the probable value of contract which together the amount of Earnest Money Deposit shall be treated as security for fulfillment of the same and shall execute the agreement for the work. If he fails to do this or in the case of contractors fails to maintain a specified rate or progress (to be specified in each case in the tender schedule by the bidder) the earnest money and Performance Guarantee (SD) shall be forfeited to Employer and fresh tenders shall be called for. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contractors or take possession of the work any loss to the Employer results same will be recovered from him as arrears of revenue by should it be a saving to Employer, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contractors or under Revenue Recovery Act or otherwise the Govt. may decide.

NOW THEREFORE THESE PRESENTS WITNESS and is mutual agreed as follows.

1. The terms and conditions of the said contract been stipulated in the said tender form to which the contractor agrees, a copy of which is hereto appended which forms para of this is permanent, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered to express terms and conditions herein agreed to and in which purpose the express provisions herein shall
2. The contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the call contract work viz. (H.E the name of the work) if awarded in favour of the contractor.
3. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated them, the Malabar Cancer Centre may re-arrange the work

otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the Malabar Cancer Centre can be reach from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed by the Officer or officers authorized by the Malabar Cancer Centre in his behalf, taking into consideration the prevailing Public Works Department rates and after giving due not to the contractor. The decisions taken by such authority, officer or officers shall be final the conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to the Employer or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable, as arrears of land revenue under the provisions for the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.
5. The contractor further assures that it is clearly understood that the settlement of the claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages what so ever shall be made for the belated settlements of claims of bills.
6. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Thalassery, Kerala and only the courts in Thalassery, Kannur district shall have jurisdiction to determine the same.

As witness thereof the parties hereto have here into set their hands the day, month and year first above written.

Signature of CONTRACTOR

Signature of EMPLOYER

Name & Designation

Name & Designation.

CONTRACTOR'S stamp

EMPLOYER's stamp.

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

FORM OF TENDER

To
The Director,
Malabar Cancer Centre,
Moozhikkara (PO), Thalassery.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and have visited the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in this pricing schedule and in accordance in all respects, with the specifications, designs, drawings and instructions in writing referred to in the Articles of Agreement, the pricing schedule and conditions of contract and with such materials as are specified by and in all other respects in accordance with such conditions in the pricing schedule and conditions of contract so far as applicable.

MEMORANDUM

- | | | |
|-----|---|---|
| 1. | Name of the work | Maintenance works of landscaping area and Garden |
| 2. | PAC | |
| 3. | Earnest Money Deposit | ₹ 9,000/- |
| 4. | Tender fee | ₹ 800/-+18%GST |
| 5. | Last date & time of submission of Tender | 22-07-2019, 3.30PM by registered post only |
| 6. | Date & time of opening of Tender | 22-07-2017, 4.00PM |
| 7. | Performance Guarantee (SD) | 5% of the one year Contract Value |
| 8. | | |
| 9. | Maintenance period | 5 years |
| 10. | | |
| 11. | Liquidated damages for non completion of work | 0.5% of the Contract amount for every week delay subject to a maximum of 10%.
(Compensation for delay) |

All the above works shall be carried out simultaneously.

Should this tender be accepted, in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions of the tender annexed hereto or in default thereof to forfeit the EMD.

A sum of ₹/- (Rupees only) is hereby forwarded as Earnest Money in the form of Bank Draft/ Fixed deposit receipt No.....

dated.....drawn in favour
of.....
..... This amount is not to bear any interest.

I/We undertake and agree to abide by this tender until ninety days from the due tender date and we shall keep the tender open till the expiry of the said ninety days.

I/We agree that you are not bound to accept the lowest or any tender you may receive and also that you may split the complete work and award the split works to two or more tenderers as you deem fit.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement this tender together with your written letter of acceptance there to and the order authorizing me / us to start the work shall constitute a binding contract on me/us.

I/We enclose herewith the latest Income Tax clearance certificate dated issued to me/us by

Our Bankers are: (Name & Address)

- 1.
- 2.

The name of Directors/Partners of our Company/Firm and their designations are

- 1.
- 2.

The name of the Director/Partner of our Company/Firm authorized to sign is :

.....

OR

Name of person having Power of Attorney to sign the contract is:-

.....

(Certified copy of the Power of Attorney is attached hereto)

Yours faithfully,

Signature of the Tenderer

Place:

Date:

Signature of witness (with address)

Signature of Tenderer

Name

- 1.
- 2.

Articles of Agreement

This agreement entered into this day of 2019 between Malabar Cancer Centre established by a charitable society registered under the societies Registration Act 21 of 1860 with registration No.309/1997 and is controlled by the Department of Health & Family Welfare, Government of Kerala having its registered office at Kodyeri, Moozhikkara (PO), Thalassery – 670111 (hereinafter referred to as MCC which expression shall include its administrators, successors, executors and assignees) through its Director of the one part and Shri., having its office at,, represented by himself (hereinafter referred to as the CONTRACTOR which expression shall include its administrators, successors, executors and permitted assignees) of the other part.

WHERE AS the MCC is desirous of getting the work of **“Annual Maintenance Contract of landscaping (Garden & lawn area) at MCC campus** (hereinafter called the WORK) done and had invited offers for this work.

AND WHERE AS the MCC accepted the charges of Maintenance of landscaped area (Garden and lawn) and awarded the work to Shri.,, on terms and conditions contained in its letter of acceptance No: dated 2019 and the documents referred therein, which have been accepted by Shri. resulting into a contract.

AND WHEREAS the Performance Guarantee (SD) for ₹/- (Rupees only) of bank, branch). The Performance Guarantee will be released 28days from the date of successful completion of maintenance period and proper handing over of the lawn.

NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1

MCC has awarded the contract to Shri.,, for the work of “Annual Maintenance Contract of landscaping work (Garden & lawn area) at Malabar Cancer Centre campus on terms and conditions contained in its acceptance letter No: MCC/ES/LS/230-12/..... dated and the documents referred to therein. **The contract period is from 2019 to 2024.** (Both days included). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “contract documents” referred to in the succeeding article.

Article 2

The contract shall be performed strictly as per the terms and conditions stipulated in the following documents (herein after referred to as “contract documents”). Following letters of the CONTRACTOR.

1. Tender Notice No: MCC/ES/LS/230-12 dated 06-07-2019
2. Tender dated 19-07-2019

3. Negotiation held on

4. MCC's letters of award of the work No: MCC/ES/LS/230-12/..... dated

All the aforesaid contract documents and the rules / regulations laid down by the Government of Kerala from time to time shall form an integral part of this agreement, in so far as the same or any part there of conform to the agreement conditions of the Government of Kerala and what has been specifically agreed to by the MCC in its Letter of Acceptance. Request for deviation of terms and conditions and enhancement of rates once accepted will not be considered except where MCC have expressly agreed in writing for any deviation / variation from the agreed terms & conditions under specified circumstances. Conditions of WORK or other special terms and conditions, if any, printed on the quotation sheets of the CONTRACTOR or attached with CONTRACTOR's proposal or any other letter or paper from the contractor will not govern this contract nor bind the MCC in any manner whatsoever unless such terms have been expressly accepted by the MCC in writing. Any matter inconsistent there with, contrary or repugnant there to or any deviations taken by the CONTRACTOR in their "proposal" not agreed to by the MCC (in its Work order) or any letter contrary to the terms of the contracts shall be deemed to have been withdrawn by the CONTRACTOR. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the '**AGREEMENT**'.

Article 3

The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable and all other terms and conditioned are contained in the aforesaid contract documents. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence. Any modifications of the agreement shall be effected only by an instrument signed by the authorised representatives of both the parties.

Article 4

If the CONTRACTOR shall fail to comply with any of his obligations hereunder or shall he wound-up or his business shall be dissolved or any receiver is appointed or any attachment is made in respect of any of his properties or the CONTRACTOR shall otherwise fail or neglect to complete the said WORK within the stipulated period, then or on the happening of any such event the MCC shall be entitled to cancel this Contract and to get the unfinished WORK done at the cost and risk of the CONTRACTOR by a third party and if the MCC suffers any losses in this regard the MCC shall look to the CONTRACTOR for the same viz., payment or reimbursement to such losses. The decision of the MCC in regard to the quantum of such losses final and binding on parties hereto. Upon such termination of this contract there shall be adjustment of any payment made to the CONTRACTOR by MCC and the CONTRACTOR shall, if required by the MCC refund any such amounts to the MCC.

Article 5

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, either during or after the WORK or after termination, abandonment, or breach of the contract or as to the interpretation of the provisions of the contract or as to any matter or thing arising there under except as to matter left to the sole discretion of the MCC under the clauses of the contract, such dispute or difference shall be referred to the civil courts of Thalassery and the jurisdiction of such matters will be continued to Thalassery courts only.

Article 6

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties there to if delivered against acknowledgement due addressed to the signatories at the address mentioned here above.

Article 7

All payments due to the CONTRACTOR under this agreement shall be only by crossed "Account Payee" cheques drawn in favour of the CONTRACTOR on submission of bill / stamped pre-receipted invoice.

Article 8

TDS under the Income Tax Act and GST on works contract and other statutory levies, if any applicable from time to time will be deducted from CONTRACTOR's bills before releasing payments.

In WITNESSES WHERE OF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month, and year first above mentioned.

Signature of **CONTRACTOR**

Signature of **MCC**

Name & Designation

Name & Designation

CONTRACTOR'S stamp

MCC's stamp

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

GENERAL CONDITIONS OF CONTRACT

1. Selected bidder will be required to produce income-tax and sales tax clearance certificates before making any payments made for the work.
2. The bidder must attach copies of solvency certificates clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their online tenders. The bidder shall produce the original copies of the above solvency certificates, in physical format, if required by the MCC for verification.
3. The bidder must attach the copy of the recent return statement filed by the bidder before the appropriate Income tax authority along with their online tenders. The bidder shall produce the necessary income tax documents, if required by the Malabar Cancer Centre for verification. In the case of proprietary or partnership firm, it will be necessary to submit copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be. All bids received without the copy of certificates mentioned at point 6 & 7 above will be summarily rejected.
4. The bidder shall examine closely the CPWD Specifications, and also the standard preliminary specifications contained therein which is available for viewing on the e-GP website and PWD Website before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered in to by the accepted bidder. The documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials etc., can also be seen during the office days & hours in the Office of the Engineer, MCC.

The bidder will examine the site condition and satisfy themselves of the availability of materials at nearby places, difficulties which may arise during execution etc before submitting tender for the work.

5. The bidder's attention is directed to the requirements for materials under the clause "Materials and workmanship' in the Preliminary Specification. Materials conform to the Buildings Indian Standard Specification shall be used on the work, and the bidder shall quote his rate accordingly.
6. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this tender notice, or as required by the Engineer, MCC in any case, shall be submitted for the Director's approval before the supply to site of work is begun. If the bidder after examination of the source of materials defined in the Descriptive Specification sheet is of opinion

that materials complying with the standard or other specification of the contract cannot, be obtained in the Descriptive specification sheet he shall so state clearly in his tender and state where from he intends to obtain the materials subject to the approval of the Director. The MCC will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the bidder is found later on to have misjudged the materials available. Attention of the bidder is directed to the standard "Preliminary specification regarding payment of seigniorage, tolls etc.

Note:- MCC does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the bidder shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The MCC shall not be liable for any claim raised later on the plea of non availability or non-access to the site.

12. In consideration of the bidder being allowed to quote for the work, he should keep the tender firm for a period of months from the date of opening the tender during which period or till the tenders are decided whichever is earlier, he will not be free to withdraw the tender. **Any such withdrawal will entail forfeiture of the earnest money deposited for the work.**

Due to MCC or administrative reasons if it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be obtained in writing for every further period of one month.

13. Before commencing work or within a week after the date when the acceptance of the tender has been Intimated to him, the bidder shall deposit a sum sufficient to make up the balance amount which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the Schedule Form. If he fails to do this or in the case of contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and Performance Guarantee (SD) shall be forfeited to Malabar Cancer Centre and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default, of the bidder to pay the requisite deposit, sign contracts or take possession of the work any loss to MCC results, the same will be recovered from him as arrears of revenue, but should it be a saving to MCC, the original bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the bidder on this or any other subsisting contracts or under the Revenue Recovery Act, otherwise the Government may decide.

14. Acceptance of the tender rests with the <Tender Inviting Authority> who does not undertake to accept the lowest or any particular tender.

15. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the MCC.

16. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen on the e-GP web site. It shall be definitely understood that the Malabar Cancer Centre does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions /of contract. The bidder will however base this tender amount in the case of lump sum tender on the basis of those quantities, etc.
17. Tender forms and general specifications can be downloaded free of cost from the e-GP website. Tenders not submitted in such prescribed online format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc, shall be summarily rejected.
18. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 2 lowest tenders via electronic media. The Earnest Money Deposit of the remaining unsuccessful bidders will also be refunded within a week from the date of acceptance of the tender via electronic media.
19. Solicitors fee, if any, to be paid to the Law Officers of MCC for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder
20. In case of any additional remarks the bidders must attach/upload a PDF file along with online financial bid. If they are prepared to carry out at their tendered rates such portion or portions of the work as may finally be allotted to them by the Officer deciding tenders.

Note:- The MCC reserves the right to allot such portion of the work included in the tender at the rates quoted by the bidder in the absence of specific noting by the bidder to the contrary against clause 4 of tender (G W. D-Form 84). Such allotment shall not vitiate the acceptance and the bidder shall indemnify Government against any loss to MCC, due to failure on the part of the bidder to carry out such portion of the work allotted to him at the rates quoted by him.

(a) The successful bidder will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates. The Contract is bound to carry out sinking of wells increase up to 10 meter (ten metre) extra depth beyond the estimated design depth and rate for which shall be paid as per schedule of rate and extra item conditions. In case of pile foundation, precast or cast in site, in the same conditions as above shall apply.

21. Any further information necessary can be obtained at the office of the tender inviting authority on all working days during office hours.
22. The work should be completed in all respects as mentioned in the Notice Inviting Notice either from the date of handing over the site or from 10th day of agreement whichever is earlier.

Executing agreement for the works will be made within the time limit prescribed as follows:

- i. The time limit allowed for executing the agreement without fine will be 14 days (Fourteen days) from the date of acceptance of tender. Acceptance of tender rests with Technical Sanction authority.
 - ii. Further time of 10 days should be allowed to execute an agreement by realizing fine of 1% of the P.A.C subject to a minimum of ₹ 1000/- (Thousand only) and maximum of ₹ 25,000/- (Twenty Thousand Only).
 - iii. Tenders will be rejected, if agreement is not executed within 24 days and work will be awarded to the next lowest bidder, as per rules.
 - iv. The bidder will take over the charge of the site within 10 days after executing agreement and commence the work.
24. 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 executed in pursuance of the modification shall be settled only by the Civil Court in whose jurisdiction shall be in Thalassery unless otherwise specified.
25. The bidder shall not without the previous sanction in writing of the authority accepting the tender execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognized by or be binding upon MCC or their officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.
26. No part of the contract shall be sublet without written permission of the Director nor shall transfer be made by power of attorney authorize other to receive payment on the bidders behalf.
27. The tender inviting authority or other sanctioning authority reserves the right to reject any tender or all the tenders without asking any reason there for.
28. Any other materials available in MCC stores if issued to the bidder will be recovered at book value on issue rate plus 20 per cent supervision charge or market value or data rate whichever is higher. The fixing of market rate will be governed as per relevant clause.
29. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25 and to the nearest paisa if amount is below Rs 25.
34. Bidders should declare that they are not related to any Government servant, who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter brother-in-law mother-in law/ and first cousin of the officer concerned. If the above condition is found to have been contravened, when they tender the earnest money/ Performance Guarantee (SD) of the bidder / tender will be forfeited and the contract entered into will stand cancelled.
35. The bidder will provide his own tool and plant, store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss damage, theft, mishandling or any cause, whatsoever.
- a) The responsibility for safe custody of materials at work site and during transit will be vested with the bidder. The concerned Overseer in charge of the work will verify the stock and initiate action of shortage in stock in notice. Other inspecting officers will also verify the stock during inspection.

36. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site / in different appendices of the lowest quoted rates will be accepted for the items in all the appendices.
37. The bidder shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
The bidder will also be liable to abide by the fair wage clause condition attached separately.
38. If the Malabar Cancer Centre undertakes to supply particular materials to claim for extra payment on account of delay in the supply of materials will be entertained.
39. The bidder shall employ engineering personnel as detailed below for a period of one to two years according to the tenure of the contract.
43. Tenders which are not in conformity with this tender notice are liable to rejection.
44. This tender notice with the conditions stated herein will form part of the contract documents.
45. In the case of schedule contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken for the purpose, of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the prevail percentage rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him.
46. If any correction is made by the bidder in the tender schedule the tenders are likely to be rejected. Any corrections/ suggestions/ remarks etc. to be given by the bidder has to be made only in the "Remarks" page/ section of the online bid.
47. The G.O(P) No. 13/2012/PWD dated 01/02/2012 and the specification issued by the Chief Engineer, PWD, General in circular No. O&M (1) 240/89 dated 11-2-1988 shall also be referred to for the road works. In case of any conflict between the provisions of MDSS and the above circular order the latter shall prevail.
48. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the time of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P)No. 136/74/PW., dated 8th August 1974.

49. TERMINATION OF CONTRACT

The present system of risk and cost termination will continue.

SPECIAL CONDITIONS CONTRACT

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W D. The bidder shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the bidder" by scoring out the irrelevant portion. The rates quoted shall be inclusive once covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding, etc The rates quoted all be inclusive of all applicable taxes.
2. The rates quoted by the bidder for the" 'various items shall be inclusive of all tools and plants required for the proper execution work and all other incidental charges and separate claim for these will not be entertained under any circumstances.
3. The quantities shown in the schedule are only approximate and are subject to variations and the bidder is bound to do additional quantities of work if found necessary at his quoted rates.
4. All the rates quoted should be inclusive of sales tax also.
5. The bidder has to quote for the specification and unit noted in the schedule. All suggestions, remarks, corrections and insertions are only to be made only in the "Remarks" page/ section of the online bid. Any revision/ correction in price shall be made only by way of submitting another bid, complete in all aspects as stated in this tender, on or before the stipulated date & time of bid submission.
6. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.
7. The copy of following documents shall be submitted along with the online bid in cover specified:
 - a). Copy of Registration Certificate with PWD/CPWD/BSNL attested by Gusseted Officer.
 - b). Bid Capacity certificate of the bidder
 - c). Preliminary Agreement on a ₹ 200/- stamp paper. Stamp paper charges to be borne by the bidder himself.
 - d). Copy of the EMD exemption certificate, if any
8. The bidder should submit the declaration in the form attached.
9. The bidder is bound to carry out items of works which are not expressly or impliedly described in the tender schedule plans, specifications sand agreement but which are found necessary for me proper completion of the work during execution, the work during execution payment for such extra items will be made on the basis of extra item conditions of form No GWD 83.
10. For LS items the bidder will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items and as per condition No.10 above for extra item but such payment will be limited to the lumpsum quoted by the bidder. If he fails to quote definite LS rates for such items the L S amount provided in the schedule will be operative in his case.
11. It will be the responsibility of the bidder to obtain necessary land for stacking the materials for arranging the work.
12. The bidder will have to make his own arrangements to convey the materials and for stacking, of materials and site shed, etc., which are found necessary for the

proper, execution of the work. He will also be responsible for the safe custody of the materials till, they are used on works.

- 13.If the MCC undertake the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained.
- 14.If materials other than those specified in the tender are issued by the MCC, recovery will be effected at data rate plus storage plus sales tax or at current market rates at the time, of issue whichever is higher.
- 15.All items should be carried out as per the relevant specification in the M.D.S.S and all clauses of preliminary-specification should be complied with.
- 16.Tribes of the locality should be employed to the extent possible. The bidder should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G. O. 18-8597 / 55/LD dated 7th March 1955 and any dues to the labour will be recovered from his bill as fixed by the officer in charge of the work.
- 17.The bidder alone is responsible for the safety of his labourers and damages, if any payable under "Workmen's Compensation Act" will be to his debit.
- 18.It shall be the contract's responsibility to protect the public his employees against accident from any cause during execution of the work and he shall indemnify the MCC against any claims for injury to person or property resulting from any such, accident and he shall, were provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.
- 19.The bidder shall be liable for any loss caused to the Government or to MCC on account or the above work including any that may arise due to non-fulfillment of the contract. He should comply with the rules laid down in the Central P. W. D. Contract regulations regarding fair wages.
- 20.The work shall be completed in all respects and also at the rate of progress within the time limit and stipulations in the Form No. 83 Notice inviting tender, failing which the bidder is liable to be fined as stipulated in special condition.
- 21.The bidder should produce latest sales tax and agricultural income-tax clearance certificate and also income tax clearance certificate for receiving final payment.
- 22.The bidder shall be responsible for the payment of GST as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied. GST and income tax due to Government from the bidder will be recovered from his bill for the work as per the advise of the authorities concerned.
- 23.All sums due to the MCC under or by virtue of this contract shall be recoverable first from the security furnished by the bidder and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as though the same were arrears of Land Revenue or in any other manner as the Government may deem fit.
- 24.The bidder agrees that before final payment shall be made on the contract, he will sign and deliver to the Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out or connected with the contract Provided that nothing in this clause shall discharge or release the

contractor from his liabilities under the contract. It is further expressly agreed that the Engineer in supplying the final measurement certificate need not be bound by the proceeding measurement and payments. The final measurements, if any, of the Engineer shall be final conclusive and binding on the bidder.

25. The tender notice, this tender documents and Form No. 83 notice inviting tender shall form part of the Agreement.
26. The date fixed by the Director for the commencement and completion of works as entered in this agreement shall be strictly observed by the bidder who shall pay damages at the rates of (1) one percent on the estimated value of the contract for every day not exceeding five days that work remains un commenced or unfinished, after the proper date and further to ensure good progress during the execution of works the bidder shall be bound unless the contract provides otherwise in all cases in which the time allowed for a work exceed one month to complete. One fourth of the whole work to be done when one fourth of the whole time allowed for it has elapsed, one half of the work when one half of time has elapsed, and three fourths of work when three fourth of time has elapsed and the penalty for the failure in either of these cases shall likewise be that the bidder shall be subject to pay daily damages at the rate of (1) one percent on the estimated value of the amount of work that should be completed by that time provided always that entire amount of damages to be paid under provisions of this clause shall not exceed in the whole amount of retention plus the Performance Guarantee (SD). All damages payable under the provisions of this clause or clause 12 of the conditions of contract shall be considered as liquidated damages to be applied to the use of this MCC without reference to the actual loss sustained owing to the delay.
27. If during execution, the proportion of usage of materials issued departmentally (MCC) alone is varied for which the price has been fixed in the tender, the quoted rate of the item will be allowed effecting short or excess of departmental materials actually used as wed as labour charges or handing the short or excess is any provided is in the same position.
28. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating the tenders keeping only the earnest money of the first two lowest bidders via electronic media and the earnest money of the remaining two unsuccessful bidders will be refunded within a week from the date of acceptance of tenders via electronic media.
29. No measurements will be taken for payment, the total amount quoted for one year will be released in 4 installments after successful completion of maintenance of the lawn as per schedule or as & when required and submission of bills.
30. If the agency is not done the maintenance of the lawn properly appropriate fine will be made by the Employer in the running bills.
31. The bidder must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Director under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the related settlement of bills. No such claims shall be admitted by the MCC.

32. The sealed Tenders superscripted thereon the name of work mentioned above and addressed to the Director, Malabar Cancer Centre, Thalassery. The Tenders should be submitted through Registered post and the Courier Services will not be accepted.

59. The Performance Guarantee (SD) or Retention Money will bear no interest whatsoever.

60. Tax:

The Contractor shall add to the amount of his tender, the amount of GST, excise duty, octroi and other taxes such as sales tax on works contract which are legally payable and it shall be assumed his rates cover all the above and no claim on this account will be entertained. The applicable Labour Welfare Act also deemed to be included in the Pricing of the tender. Tenderer shall maintain due records in respect of the above.

61. Income Tax:

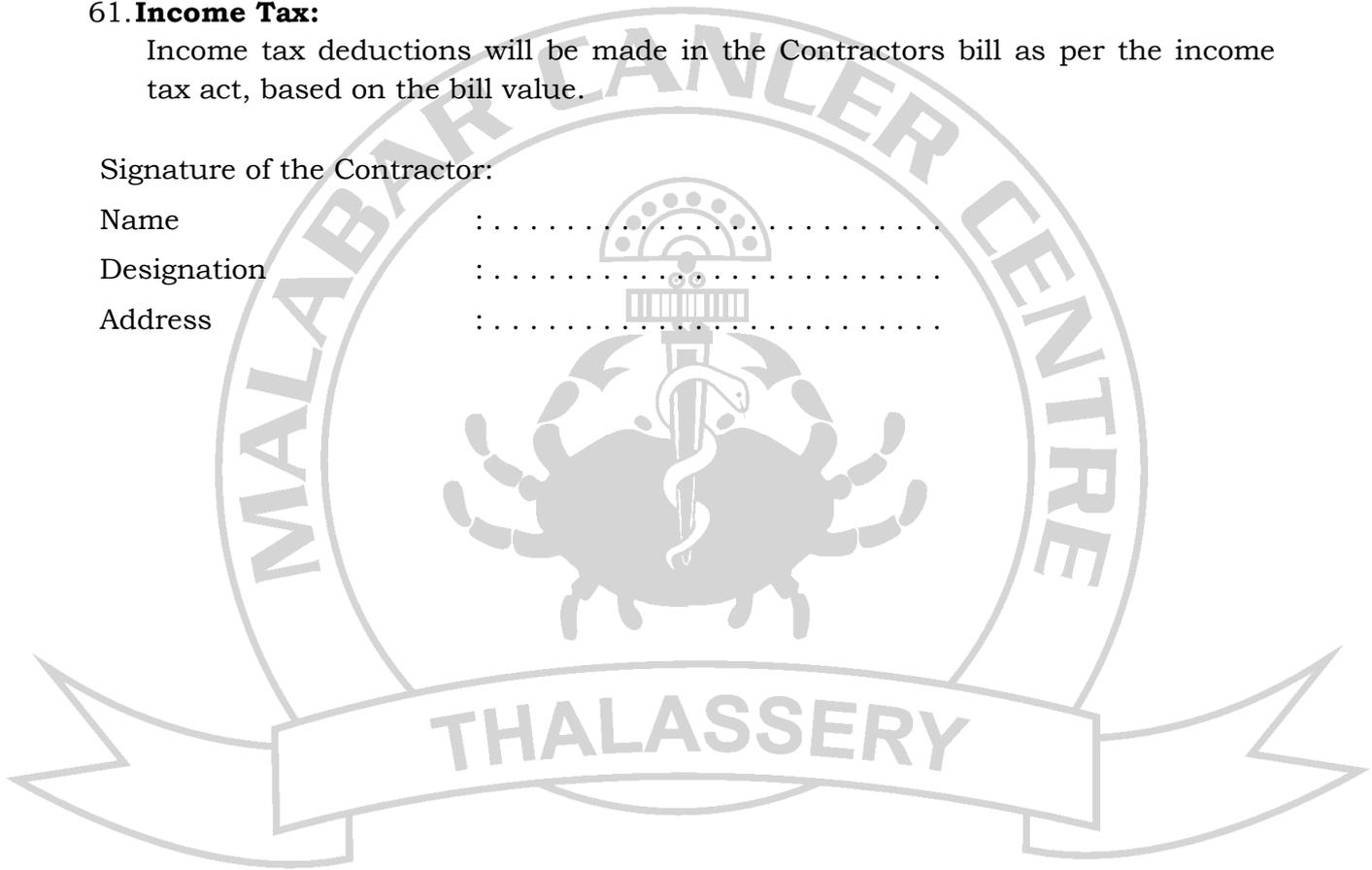
Income tax deductions will be made in the Contractors bill as per the income tax act, based on the bill value.

Signature of the Contractor:

Name :

Designation :

Address :



Specifications

PART I – GENERAL

1. The rates tendered by a Bidder for the work shall include the cost of :
 - a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
 - b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the MCC Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
 - c) Providing and maintaining all temporary fences, shelters, lights , watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
 - d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
 - e) All fees and royalties of materials and
 - f) Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and leveling of and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.
2. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work, the Bidder must always stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.
3. The Bidder shall be bound to bear the expense of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
4. The Bidder shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
5. The Bidder should state whether he has all the plant necessary for execution of the work. If the opinion of the Director, Bidder's own plant is neither sufficient nor suitable for the proper execution of the work, the MCC may supply other available plant and recover reasonable hire for the same. The Director's decision in the matter shall be final and binding on the Bidder.
6. The Bidder shall bear the running expenses inclusive of pay of the staff attached to such plant and cost of repairs of all Government plant while in his possession

- on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.
7. All materials and plant that are to be made over to the Bidder by the Department shall be handed over to him at General stores and the charges for their handling, loading and unloading and conveyance to and from for the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.
 8. Unless otherwise specifically provide for in the contract, the Bidder shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
 9. The Bidder shall be responsible for the proper use and bear the cost of protection of materials made over to him by the MCC for use on the work and bear any loss form deterioration of from faulty workmanship or any other cause. The cost of materials thus allowed deteriorating amounting as it does to and excess issue over sanctioned quantities, will be recovered at rates 20 percent over the actual cost. The orders of the Director in the matter shall be final binding on Bidder.
 10. Any materials brought to the site of work, or any work done by the Bidder but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Bidder, as may be ordered by the Officer-in-charge.
 11. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Bidder's accepted tender and these specifications and with such further drawing sand specifications and orders as may from time to time be issued by the Director.
 12. Whenever the Bidder is ordered by the Director or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Bidder's duty to get a special price arranged for any item and to see that it is written in the work spot order book (which shall be provided by the Engineer and kept in the work spot by the subordinate-in-charge) and that this order is initiated and dated by the Bidder and entered in the work spot order book and initialed both by the Bidder and the officer ordering such extra item that Bidder shall have not claim for extra payment.
 13. Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

CPWD Specification

Part II & other supplemental specifications

BILL OF QUANTITIES

Item No	DESCRIPTION OF WORK	AMOUNT ₹
As detailed in the tender notice, tender documents and		
	<p>a. Maintenance of landscaped area (Garden & lawn area) including beautification of lawn. The work includes removing and control of weeds, lawn mowing, bush trimming, grass cutting, maintenance of flower plants, trees, feeding fertilizer, organic manure, termite treatment etc. all work should be as per standard specification. Trimming, cutting and shaping of grass and cutting should be done as and when required</p> <p>b. Main lawn in front of the Hospital block and divider area near main gate and flower plants, border plants etc. included in the work.</p> <p>c. Contractor shall arrange required labour, materials, tools & plants etc. should be arranged. This includes replacement of dead plants, watering, weeding, cultivating, control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, pruning and other horticulture operations necessary for the proper growth of the plants for keeping the landscape area neat in appearance.</p> <p>d. Flower plants & boarder plants should be neatly arranged with available and new plants as per site condition.</p> <p>e. It should be made clean always and should remove all wastes, weeds and debris from the garden area.</p> <p>f. Modification work of lawn area is also included in this work</p>	
	Maintenance charges for landscaping area and garden as per the terms & conditions detailed above	Rate
1	1st Year	₹
2	2nd Year	₹
3	3rd Year	₹
4	4th year	₹
5	5th Year	₹
	Total amount	₹

(Rupees only)

DECLARATION

I do here by agree to execute the above works as per the rate quoted above. I have read all the terms and conditions in the Tender document and also admit unconditionally that if at any stage the above conditions are found to have been contravened, my Earnest Money/ Security Deposit will be forfeited and the contract entered in to the will stand cancelled.

Place:

Signature of Tenderer:

Date:

Name:

Address:

