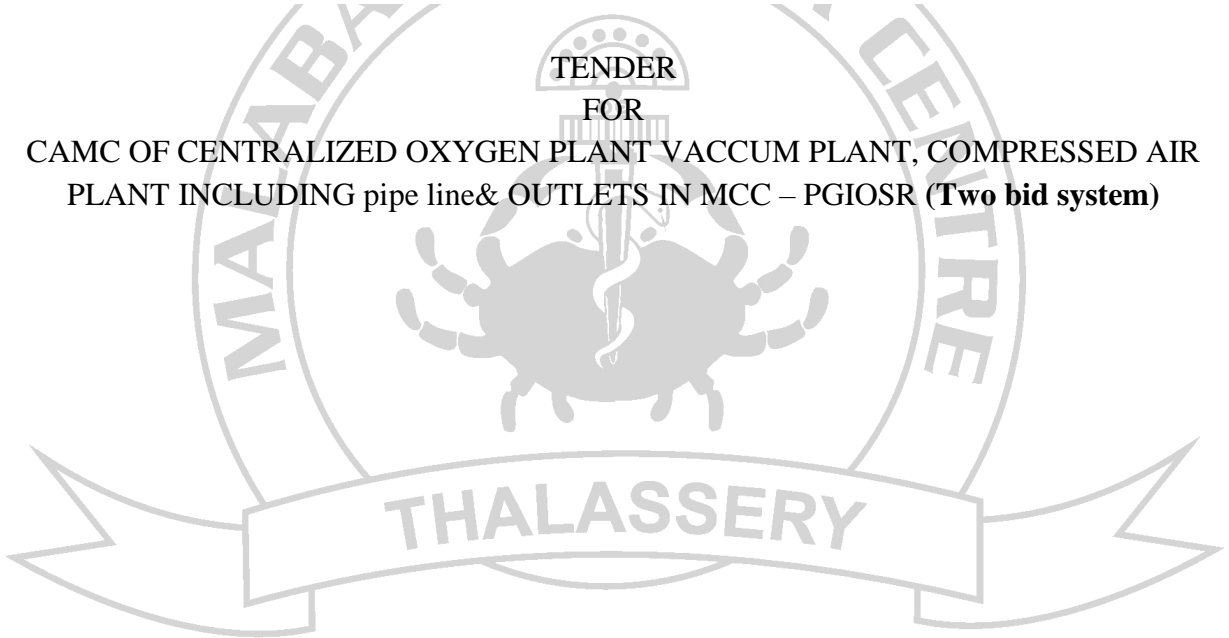


**MALABAR CANCER CENTRE**  
**(POST GRADUATE INSTITUTE OF ONCOLOGY SCIENCES & RESEARCH)**  
**(An autonomous Institute under Government of Kerala)**  
**KODIYERI, MOOZHICKARA (PO)**  
**PHONE: 0490 2399226, 2399350 (30 LINES)**  
**THALASSERY**

E-mail: [engineeringmcctly@gmail.com](mailto:engineeringmcctly@gmail.com) website: [www.mcc.kerala.gov.in](http://www.mcc.kerala.gov.in)



**TENDER**  
**FOR**  
**CAMC OF CENTRALIZED OXYGEN PLANT VACCUM PLANT, COMPRESSED AIR**  
**PLANT INCLUDING pipe line& OUTLETS IN MCC – PGIOSR (Two bid system)**



MALABAR CANCER CENTRE-PGIOSR  
KODIYERI, MOOZHICKARA (PO)  
THALASSERY

**Name of Work:**Rate contract for the CAMC of centralized Oxygenplant,VacuumPlant ,  
Compressed Air plant and other medical gas pipe lines in MCC-  
PGIOSR(Main block and Plant in Pediatric block)

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MALABAR CANCER CENTRE-PGIOSR  
(an autonomous centre under Govt. of Kerala)  
Moozhikkara (PO), Thalassery, Kannur-670  
103;www.mcc.kerala.gov.in

E-mail: mectly@gmail.com;Ph: 04902399226, Fax: 04902355880

No: MCC/281/2021-SUP-BM

26-07-2025

**TENDER NOTICE**

Director, Malabar Cancer Centre – PGIOSR invites competitive online bids for the works detailed below from the registered bidders or experienced agencies/dealers as per tender condition through [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

SL No	Name of work	File No	Tender fee(excl GST)
1	Rate contract for the CAMC of centralized Oxygen plant, Vacuum Plant , Compressed Air plant and other medical gas pipe lines in MCC- PGIOSR (Main block, Paediatric block and Treatment & Academic Block) for 5 years	MCC/281/2021-SUP-BM	2000.00

The due date for tender submission is **17.00hrs on 04-08-2025**. The date and time of opening of e-Tender is scheduled at **11.00 hrs on 05-08-2025**. The Director, MCC reserves the right to accept or reject any or all tenders without assigning any reasons and also the right to change the dates without assigning reasons. For details visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) or contact our Engineering Department.

Sd/-

**DIRECTOR**

**e- Government Procurement (e-GP) NOTICE INVITING TENDER**

1.	Tender/File Number	No: <b>MCC/281/2021-SUP-BM /</b> E- Tender ID:
2.	Name & address of Client	Malabar Cancer Centre, PO Moozhikkara, Thalassery
3.	Name of Project	Rate contract for CAMC of centralized medical gas pipe line system(ie;Oxygen plant, Vacuum Plant , Compressed Air plant and other medical gas pipe lines in MCC(Main block, Plant in Pediatric block,Treatment and academic block) for 5 years
4.	Scope of work	CAMC of centralized Oxygen plant, Vacuum Plant , Compressed Air plant and other medical gas pipe lines in MCC(Main block, Plant in Pediatric block,Treatment and academic block)
5.	Type of Tender	Item rate- 2 bid system
6.	Pre-bid meeting	<b>NA</b>
7.	Contract Period	<b>5 Years</b>
8.	Class/Registration of Bidder	Experience as per tender condition (Page No.6, clause No.7 under the head Prequalification and Other information)
9.	Tender documents	Can be downloaded from the web site <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
10.	Last date of submission of e-tender	<b>04-08-2025 at 17.00 Hrs</b>
11.	Date & Time of opening of bid	<b>05-08-2025 at 11.00 Hrs (Technical bid)</b>
12.	Bid Security/Earnest Money Deposit	<b>Rs.25000/-</b>
13.	Performance Guarantee (Security Deposit)	<b>5% of the Contract Value(Fifth year Contract value)</b>
14.	Retention Amount to be recovered from Running Bills	NA
15.	Defects liability period	NA

Tender documents and tender schedule may be downloaded free of cost from the e-GP Website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). A bid submission fee of **Rs. 2000/-**\* The bidder has to pay GST @ 18% to the GST department directly under reverse charge mechanism. Copy of the challan should be submitted along with the tender document.

All bid/ tender documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the e-GP website. Tenders/ bids shall be accepted only through online mode

on the e-GP website and no physical submission of the same shall be entertained. Late tenders will not be accepted

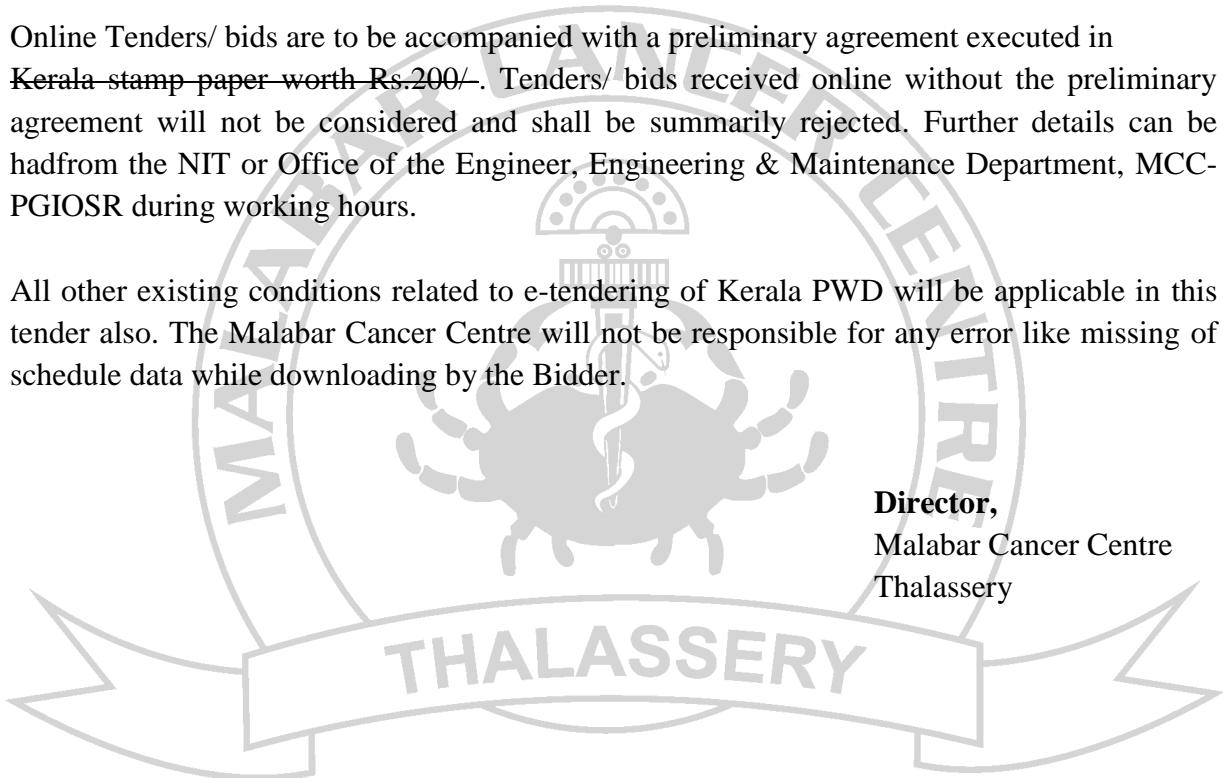
The scanned copies of registration certificate/experience certificate duly attested by the competent authority, Preliminary Agreement, Bid Capacity certificate and EMD exemption certificate (if any) shall be submitted online and subsequently in a separate cover physically

The technical bids shall be opened online at the office of the Director, -PGIOSR on **11.00hrs, 05/08/2025**, MCC in the presence of the Bidders / their representatives who wish to attend at the above address. The Price bid opening date will be informed after the scrutiny of technical bid. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Online Tenders/ bids are to be accompanied with a preliminary agreement executed in ~~Kerala stamp paper worth Rs.200/-~~. Tenders/ bids received online without the preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the NIT or Office of the Engineer, Engineering & Maintenance Department, MCC-PGIOSR during working hours.

All other existing conditions related to e-tendering of Kerala PWD will be applicable in this tender also. The Malabar Cancer Centre will not be responsible for any error like missing of schedule data while downloading by the Bidder.

**Director,**  
Malabar Cancer Centre  
Thalassery

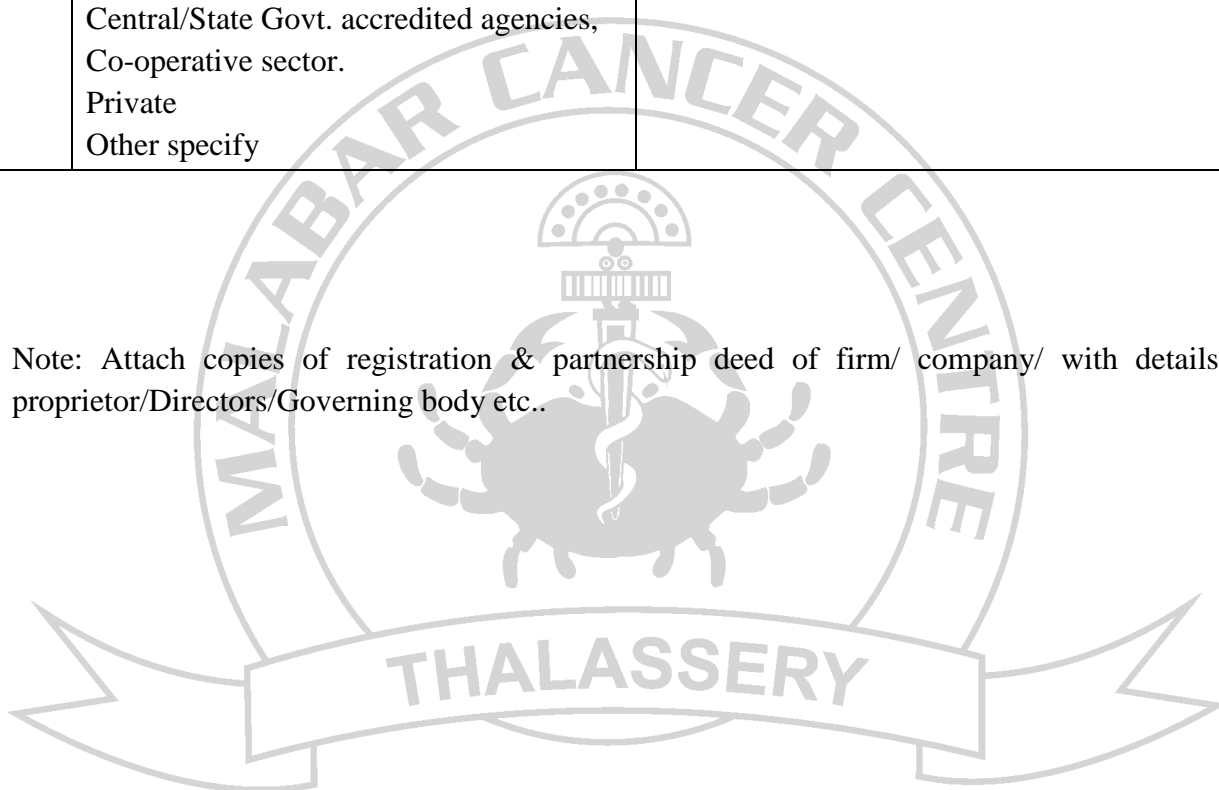


### General Information of the Firm

(Form –1)

1.	Name of the bidder firm / company	
2.	Permanent address of the bidder	
3.	Present postal address of the bidder	
	Office	
	Residence	
	Mobile numbers	
4.	Telex / Fax	
5.	Nature of company (strike out whichever is not applicable) Central/State Govt. agency, Central/State Govt. PSUs, Central/State Govt. accredited agencies, Co-operative sector. Private Other specify	

Note: Attach copies of registration & partnership deed of firm/ company/ with details proprietor/Directors/Governing body etc..



## Part I- PRE-QUALIFICATION AND OTHER INFORMATION

### 1) Directions/Special Instructions

- a. This is an Item rate contract tender.
  - b. Contractor should inspect the site before submitting tender and for any clarification regarding the work, kindly contact to the Engineering and maintenance section during working days between 9.00AM to 5.00 PM.
- 2) The CAMC for the MGPS system should be carried out as per Standard specification and the direction of Engineer-in charge.
- a. No hindrance shall be caused for the normal working of the hospital during the above work and such limitations shall be taken into account by the bidder.
  - b. The Bidder will have to comply with the security restrictions enforced by Malabar Cancer Centre. The directions issued by MCC-PGIOSR should be strictly followed by the Contractor, so as to ensure minimum disturbance to the hospital's functioning.
- 3) The contract shall be valid initially for Five years from the date of award subject to continuous satisfactory performance. The period of the contract can be extended for further for 2 years at the discretion of the Competent Authority with mutual consent, on terms and conditions of the hospital. Director reserves the right to cancel the contract after six month if the service of the agency was not satisfactory.
- 4) The quoted rate is net inclusive of all taxes, duties, levies and other statutory liabilities and shall remain firm during the currency of the contract. Extra claim in these lines will not be accepted under any circumstances. You alone shall be liable to pay income tax, sales tax, service tax, tax on work contract as per KGST/CGST acts and such other statutory liabilities, if any applicable from time to time.
- 5) This is a common tender document, hence bidder shall be consider only the clauses/ conditions related to the scope of work in the NIT in this document.
- 6) The qualified L1 agency shall execute the CAMC contract for the Medical Gas Pipeline System (MGPS) in both the Paediatric Block and the Main Block together, following the finalization and issuance of the CAMC LOA by MCC-PGIOSR. As the MGPS system in the Treatment and Academic Block was completed under KIIFB funding and is currently under the Defect Liability Period (DLP), the CAMC for this block shall commence upon expiry of the DLP and issuance of the CAMC LOA by MCC-PGIOSR, at the discretion of the Director, MCC-PGIOSR.
- 7) The bidder should have the following physical criteria .
- a).The agency should have minimum3 years experience in installation, maintenance and servicing of Medical gas pipe line system (Oxygen, N2O, Co2 and N2 manifolds , central medical air compressor with pipe line system , centralised vaccum system).
  - b).The agency should be satisfactorily completed/ running contract in minimum three hundred bedded hospitals.The agency should submit the performance certificate/completion certificate from minimum 2nos Govt.hospitals(minimum 150 bedded) having operation theatres or from3nos semi Govt./ private(300 bedded) hospitals having operation theatres.These performance certificates should be sufficient to expose the three years experience in the field.

c) The agency should have sound knowledge about the rules and regulations as per ISO 7396-1,(NFPA)99, HTM 2022,NABH etc..to be followed in installation , maintenance and servicing of medical gas pipe line system.

8) The prequalification bid should contain the following documents

- a) Signed Tender document and General and special Conditions of Contract
- b) Notice Inviting Tender(NIT) and bid capacity certificate
- c) Scanned copy Company Registration certificate
- d) E-payment details of tender fee and EMD
- e) The experience certificate duly attested by the competent authority
- f) EMD exemption/tax exemption certificate if required
- g) Preliminary Agreement

9) The BOQ has to be submitted as price bid separately.



## **SCOPE OF WORK AND TECHNICAL DETAILS**

1. Scope of the contract covers the periodical and breakdown services of the centralized Oxygen plant, Vacuum Pumps, Compressed Air plant, N<sub>2</sub>O manifold, N<sub>2</sub> manifold, Co<sub>2</sub> manifold, details mentioned below.
2. The qualified L1 agency shall execute the CAMC contract for the Medical Gas Pipeline System (MGPS) in both the Paediatric Block and the Main Block together, following the finalization and issuance of the CAMC LOA by MCC-PGIOSR. As the MGPS system in the Treatment and Academic Block was completed under KIIFB funding and is currently under the Defect Liability Period (DLP), the CAMC for this block shall commence upon expiry of the DLP and issuance of the CAMC LOA by MCC-PGIOSR, at the discretion of the Director, MCC-PGIOSR.

Sl No	Item	Details(Main Block)	Details(Pediatric Block)	Treatment and Academy block
1	Centralized Oxygen gas line system	Main plant -O <sub>2</sub> manifold,(10+10) and emergency manifold of 6 cylinders Oxygen manifold(OT area) -1+1 manifold and emergency inlet- 1no And valves/ valve boxes, tail pipes copper pipe line and outlets/inlet terminals-218 nos , regulators, valves, alarms, control panels, high pressure regulators etc... including Emergency manifolds	O <sub>2</sub> manifold- 8+8 and emergency manifold - 1+1 And valves/ valve boxes, tail pipes copper pipe line and outlets/terminals- 73 nos, regulators, Control panels valves, alarms etc...	Oxygen manifold 10+ 10 - 01 Nos Emergency manifolds 2+2- 1 NO Fully automatic Oxygen control panel-1 Control panels and regulators, And valves/ valve boxes, tail pipes copper pipe line and outlets/terminals,regulators, valves, alarms etc.. Oxygen outlets -102Nos
2	Centralized Vacuum unit and gas line system	Centralized Vacuum system with 10 HP pumps (2Nos), Vacuum tank (3000Ltr),Filters, pressure switch, pressure gauge copper pipe line, valves and outlets/inlet terminals-202, electrical panel etc..	Centralized Vacuum system with 10 HP pumps(2Nos), Vacuum tank (1500Ltr)-2 Nos, Filters, pressure switch, pressure gauge copper pipe line, valves and outlets-65Nos, alarms, electrical panel etc..	Centralized Vacuum system with (10 HP)pumps-2 Nos, Vacuum tank(1500 Ltr)-2Nos, Filters, pressure switch, pressure gauge copper pipe line, valves and outlets-100-Nos,alarms,filter with secretion tap bottle,electrical panel etc..
3	Centralized compressed medical air gas line system	Air compressor with 5 HP motors (2Nos), Compressor tank-2000Ltr, pressure switch, pressure gauge, pressure regulator, Dryers/heating unit, Filters, valves & valve boxes, copper pipe line, outlets/inlet	Air compressor with 10 HP motors (2Nos), Compressor tank(1000Ltr)-2 nos, ADVs, pressure switch, pressure gauge, pressure regulator, Dryers, heating/breathing unit,	Oil free air compressor(15 HP)-2Nos, air receiver tank 1000 Ltr-2 Nos, ADVs, pressure switch, pressure gauge, pressure regulator, Dryers, heating/breathing unit(30CFM), Filters, valves and valve boxes, copper pipe line, outlets-15

		terminals -air4 bar-79 Nos,air7 bar-8Nos, electrical electrical panel etc...	Filters, valves and valve boxes, copper pipe line,Pressure reducing system, outlets-19Nos, electrical panel etc...	nos,Duplex pressure reducing system, ADV's,electrical panel etc...
4	Nitrous oxide manifold and pipe line system	N2O manifold 1+1 in main plant and 1+1 manifold in OT area, emergency inlet N2O inlet& regulator and N2O outlet BOT and BMT,BMT OT area. Control panels,high pressure regulators,Copper pipe lines including valves and valve boxes , outlets/inlet terminals- 17Nos etc....	N2O manifold 1+1 and emergency inlet. Copper pipe lines including valves & valve boxes, outlets/inlet terminals- 3Nos etc.	N2O manifold(2+2)-1no, emergency manifold(1+1)- 1no, semi auto control panel,high flow regulator, N2O outlet-3nos copper pipe lines, valves ,valve boxes, alarm system etc..
	Co2 manifold and pipe line system	Co2 manifold 1+1 in OT area, emergency inlet inlets, regulators,Copper pipe lines including valves and valve boxes , outlets/inlet terminals- 10nos etc....		
	N2 Manifold and pipe line system	N2 1+1 manifold in OT area, emergency inlet inlets, Copper pipe lines including valves and valve boxes ,regulators,outlets/inlet terminals-3 etc....		
	Bed head panels and pendents	Double arm pendent- 3Nos(OT) and single arm pendent-5nos(OT- 1,BMT-4nos), Oulets,Bed head panels(recovery)-14 Nos Valves, Medical gas outlets, electrical plug points.		Bed head panels-6Nos Valves, Medical gas outlets, electrical plug points.

**The Works under the Scope:-**

	<ul style="list-style-type: none"> <li>• The agency should post one , engineer in MCC-PGIOSR. The engineer should be the authorized staff the agency and should wear the ID card issued by the agency .The engineer should be capable to do the maintenance mentioned below.</li> <li>• A maintenance schedule as per the works prescribed below have to be prepared and should be maintained (separate schedule has to be maintained for weekly, quarterly, half yearly maintenance works in each plant area.) and which should be kept in concerned plant room .The copy of schedule should be submitted to Engineering-in charge every month.</li> <li>• A separate log book for main plant, plant in pediatric block,Treatment and the plant in OT area for complaints should be maintained schedule in which details of complaints, rectification action with rectified date, break down time,spares replacing should be shown in the log book.In every month total break down time should be calculated and copy of which should be submitted to Engineering-in charge</li> <li>• The number of visits for the periodical servicing is 6 (once in two months) per each equipment and service report and PM reports should submit to Engineer,MCC-PGIOSR. The number of visits for the breakdown is as per the requirement (unlimited) in addition to periodical visit. The copy of PM report should be submitted agency.along with the invoices.</li> <li>• Replacement of all the spares and consumables are under the scope of this contract</li> </ul>	
Sno	Item	Work details
1.	<b>Air compressor</b>	<ul style="list-style-type: none"> <li>• Check the overall working of the control panel and the central air compressor system every day in the morning and evening</li> <li>• Regular checking and monitoring of the filters, pressure guages, Pressure switches Regulators ,NRV, valves / valve box,dryer/ heating unit , outlets etc.. in every month</li> <li>• Clean the filters every month and replace in every six months and whenever required</li> <li>• Check the electrical panel and contactors in every week and replace the spares whenever required</li> <li>• Check the NRVs while PM service and replace the same in every six months</li> <li>• Lubricate all bearings and moving parts during PM service(follow the OEM recommendation) Replacement of bearing should be done every year and whenever required.</li> <li>• Check the gaskets during the PM service and replace the same yearly and whenever required.</li> <li>• Check the functioning of heating system system and replace the dessicant beads in every year.Check the functioning of purge valve every morning and evening.</li> <li>• It is the duty of the CAMC vendor to ensure no the presence of moisture in the medical air line as the moisture may cause failures in sophisticated equipments like ventilators and also risks to the patients.</li> <li>• The medical air purity test should be done every year, the sample for which has to be taken from two critical areas, as instructed by MCC-PGIOSR and the report should be submitted to the engineer,MCC-PGIOSR</li> <li>• Check the functioning advs .Drain the water/Moisture from the water trap and tank every day in the morning and evening.</li> </ul>

		<ul style="list-style-type: none"> <li>• The heater system and water traps of the system should check and ensure absence of moisture in the medical air pipe lines and terminals. Hence the outlets in the critical areas such as OT, recoveries, BMT rooms, HDU, ICU, cath lab, MRI etc. The medical air outlets in the above mentioned critical areas are to be flushed twice in a week in usual time and twice a day (in the morning and evening) if any complaint with the heating system in the medical air system and all the air outlets in the other area should be flushed every day morning to remove the water until the complaint got rectified.</li> <li>• Testing, servicing and repairing of electrical installation of plant including replacement of contactors, MPCB Relay Timers etc whenever required</li> </ul>
2.	<b>Vaccum pump</b>	<ul style="list-style-type: none"> <li>• Check the overall working of the control panel and the central vacuum pump system every day in the morning and evening</li> <li>• Check the Oil level every month and top up whenever required and change the oil replacement in every six months</li> <li>• Inspect seals for signs of wear or damage every month and replace if necessary.</li> <li>• Lubricate all bearings and moving parts during PM services, follow the OEM recommendation Replacement of bearing should be done every year and whenever required. Replace valve read in every six months and plate in every year.</li> <li>• During PM, Check drive belts and couplings for wear, cracks, or glazing, and tighten or replace as needed.</li> <li>• Inspect the pump's electrical connections for any loose or corroded connections while PM service and replace if any damages whenever required.</li> <li>• Check the electrical panel and contactors in every week and replace the spares whenever required</li> <li>• Check the pump's inlet and exhaust filters for clogging and clean or replace as needed.</li> <li>• Clean the filters twice in a month and replace the same every year and whenever required</li> <li>• Testing, servicing and repairing of electrical installation of plant including replacement of contactors, MPCB Relay Timers etc whenever required</li> </ul>
3.	<b>Mgps pipe lines , valves and valve boxes</b>	<ul style="list-style-type: none"> <li>• Daily visit to the all valve box area to check gauges are working and any leak from the valves</li> <li>• Check the medical gas copper pipe lines, valves and valve boxes for leaking during PM. The spares like valves, gauges and valves in valve boxes and PU tubes etc ... should be replaced as and when required.</li> <li>• The Urgent Leak testing of medical Gas pipe lines if required, leak rectification and painting work related to the work should be under the scope of agency.</li> <li>• Repainting of all corroded parts should be done if required</li> </ul>

4	<b>Manifolds</b>	<ul style="list-style-type: none"> <li>• Check the functioning of manifolds(including emergency manifolds) in every day morning and evening.check the regulators , pressure switches,valves, tail pipes,NRVs, gauges in every weeks and confirm no leakages.If any failures replace the spares.</li> <li>• Clean the diaphragms and O-rings and clean the corrosions on the pressure switch's contacts during PM service.Replace the diaphragms in every year and change the O rings/washers in NRVs in every six months and whenever required.</li> </ul>
6.	<b>Pendants and Bed head panels</b>	<ul style="list-style-type: none"> <li>• Check and confirm the medical gas leak through the pipes inside/under the pendant/BHP while in every months</li> <li>• Check the power supply points on the pendant and BHP in every month</li> <li>• Check and grease the moving parts and pneumatic lock system of the pendants in every six months.</li> </ul>
5	<b>Outlets /Terminals and Emergency inlets</b>	<ul style="list-style-type: none"> <li>• Check the functioning of all outlets area wise in every week and schedule should be get signed by the department staff after checking the outlets.</li> <li>• Check all the emergency inlets and regulators and gauges in the morning every day.</li> <li>• Check and clean the emergency inlets in every PM services and change the o-rings/washers in every six months and whenever required.</li> <li>• Check the clean outlets in the Ots and critical areas(HDU,MICU, Cathlab and Recovery) should be checked in every months and other areas.O rings and washers to be changed in every six months and whenever required</li> <li>• Check and clean all outlets in other areas in every six months and O rings and washers are to be changed in every six months and whenever required.</li> </ul>



### III- SPECIAL CONDITIONS OF CONTRACT

1. Contractor should inspect the Medical gas plants, Oxygen Manifolds and Control panel and equipments before submitting tender
2. The maintenance work and overhauling works should be carried out as per Standard specification and the direction of Engineer-in charge.
3. The agency should have eligibility/experience as mentioned in the special condition under the head prequalification.
4. As this is a common tender document ,kindly follow and consider the condition concerned to this work.
5. The contract shall be valid **initially for FIVE years from the date of signing the agreement** subject to continuous satisfactory performance. The period of the contract can be extended for further TWO year/more at the discretion of the Competent Authority, on terms and conditions of the hospital .Director reserves the right to cancel the contract after six month if the service of the agency was not satisfactory or the period of the contract can be extended for further one year/more at the discretion of the Competent Authority, on terms and conditions of the hospital .
6. The qualified L1 agency shall execute the CAMC contract for the Medical Gas Pipeline System (MGPS) in both the Paediatric Block and the Main Block together, following the finalization and issuance of the CAMC LOA by MCC-PGIOSR. As the MGPS system in the Treatment and Academic Block was completed under KIIFB funding and is currently under the Defect Liability Period (DLP), the CAMC for this block shall commence upon expiry of the DLP and issuance of the CAMC LOA by MCC-PGIOSR, at the discretion of the Director, MCC-PGIOSR.
7. Each year CAMC amount should be shown separately in BOQ.
8. The quoted rate is net inclusive of all taxes, duties, levies and other statutory liabilities and shall remain firm during the currency of the contract. Extra claim in these lines will not be accepted under any circumstances. You alone shall be liable to pay income tax, sales tax, service tax, tax on work contract as per KGST/CGST acts and such other statutory liabilities, if any applicable from time to time.
9. The comprehensive Annual maintenance contract amount is inclusive of the cost of all the spares, consumables, labour charge etc In case any part replacement required genuine parts should be used and which should be approved by the engineer , MCC-PGIOSR before replacing
10. Number of visits for the periodical servicing is 6 (once in two months) for each system. The number of visits for the breakdown is as per the requirement in addition to periodical visits.
11. Payment: Each year contract amount will be released in Four equal instalments. First instalment will be released after successful completion of overhauling service and PM on submission of bill and service report. Each instalment will be released after successful completion of the PM service and submission of invoices along with the copy of the PM reports. Payments shall be only as NEFT/RTGS on submitting bills/invoices.
12. The GST Registration, Accounting Code and PAN should be mentioned in the TENDER
13. The tenderer shall conduct successfully and satisfactorily the service of the equipments and the service report is to be submitted to our Engineer. Officials/Service personnel deputed/authorized by you for the job/service shall have to take the instructions from our Engineer/ Supervisor, who will record the observations in the log book/defect register and acknowledge in the register. At the end of the work, Engineer/Supervisor of Malabar Cancer Centre will sign the service card/report.The service personnel/Residential engineer should be authorized

representative of the contract agency and should bear the ID card while visiting the site for services/repairs.

14. Security deposit/The performance guarantee: Performance guarantee /security deposit is 5% of the last year contract amount ie; 5<sup>th</sup> year CAMC amount. The DD of 5% of the fifth year CAMC amount/the bank guarantee of the same value should be remitted by company as security deposit and will be released on completion of the entire CAMC period after DLP period (28 days after completion of contract). The DD should be in favour of the Director ,MCC-PGIOSR and should be submitted along with CAMC agreement. Or The Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty-eight) days after the completion of contract period
  - b) Balance Performance Guarantee in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalized Bank/Scheduled Bank to be submitted before executing agreement and shall be valid till 28(twenty-eight) days after the completion of contract period,in approved format.
  - c) After the submission of Performance Guarantee and its acceptance the Bid Security will be refunded to the successful bidder
  - d) Performance Security Deposit shall bear no interest
  - e) The Performance bank Guarantee submitted in the form of bank guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of contract period.
15. The agency should post one residential engineer in MCC-PGIOSR. The engineer should be the authorized staff the agency and should wear the ID card issued by the agency .The engineer should be capable to do the maintenance mentioned scope of.
16. A maintenance schedule as per the works prescribed below have to be prepared and should be maintained (separate schedule has to be maintained for weekly, quarterly, half yearly maintenance works) and which should be kept in concerned plant room .The copy of schedule should be submitted to Engineering-in charge every month.
17. A log book for main plant, plant in pediatric block,Treatment and the plant in OT area for complaints should be maintained schedule in which details of complaints,rectification action with rectified date, break down time,spares replacing should be shown in the log book.In every month total break down time should be calculated and copy of which should be submitted to Engineering-in charge
18. The number of visits for the periodical servicing is 6 (once in two months) per each equipment and service report and PM reports should submit to Engineer,MCC-PGIOSR. The number of visits for the breakdown is as per the requirement (unlimited) in addition to periodical visit. The copy of PM report should be submitted agency.along with the invoices.
19. Replacement of all the spares and consumables are under the scope of this contract
20. The periodical maintenance should be performed as per the schedule and the schedule should submitted and get sign from i/c of Engineering&Maintenance Department .If the preventive maintenance is not carrying out as per the schedule, a penalty of Rs.500/-per day will be imposed as penalty otherwise the CAMC period will be

extended by the double number of days delayed. The maintenance of each system is specified in the scope of work.

21. Spares: The maintenance contract amount is **inclusive** of everything ie; including spares, consumables ,accessories, labour etc.....The spare/consumable whichever required to be replaced during the periodical servicing/breakdown servicing has to be assessed in the presence of our Engineer/Supervisors and the same is to be used. Genuine spares recommended by the manufacturers only should be used. In the case of any new spare brought to site, it will be mandatory on your part to get it approved by our Engineer / Supervisors before it is replaced .If any equipment/ part of equipment has to b taken outside for repair , the approval from engineering-incharge should be taken and gate pass should be collected from the engineering department.
22. Breakdown maintenance: As the equipment are very essential and important, the breakdowns/complaints are to be attended immediately within 1-2 hrs(in the day time should be attended by the residential engineer within 30 minutes) on intimation from Malabar Cancer Centre. The complaints should be rectified within 5 hrs if it is not rectified within specified time alternative arrangements should be done within 24hrs for running the system as MGPS is critical inevitable system. Communications of breakdown will be informed telephonically or by e-mail. On confirmation of receipt of message on breakdown, if the work is not attended within one day, a fine of Rs.500/- per day will be charged from the 2<sup>nd</sup> day onwards till your Engineer/ Technician attend and rectify the complaint. If the work is not attended, despite charging fine for one week, work will be got executed by MCC-PGIOSR at your risk and cost. All co-operations must be ensured to enable us to get the breakdown claims from our insurer, if any replacement/repair is required.
23. Tools and plant: All necessary tools and plants required for the maintenance work will be provided by you at no extra cost.
24. The contractor shall be responsible for all the errors/mishappen made to the MGPS system and other equipments connected to the MGPS while the maintenance or installation in MGPS system and due to the improper maintenance. The agency shall have to rectify all defects and/or errors at his own cost, failing which the Engineer-in charge serves the right to get the same rectified at the risk and cost of the contractor.
25. The quotation should be an unconditional one and the quotationers are not permitted to impose any of their conditions, stipulations, alterations, commissions, and instructions, specify any terms for executing the work under this contract other than those specified herein. A conditional tender is liable to be summarily rejected
26. Besides the above conditions/rules , the rules as per CPWD also will be the part of contract
27. All service person should be experienced authorized staff of the agency/contractor.  
The spares replacing should be of standard quality and as per relevent rules and regulations. The agency should hand over the warranty certificates and user manuals of the replacing spares to engineering -incharge, if those have such documents
28. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Kannur district jurisdiction only to determine the same.
29. The LOA for the contract will be issued to the L1 agency after opening the price bid. The agency should execute the work contract in kerala judicial stamp paer of Rs.200/-, for that the CAMC agreement format will shared from MCC-PGIOSR. The Contractor shall mean the person, firm or company whose tender is accepted by the Employer and includes his / their legal representatives, permitted assigns or successors.

The qualified L1 agency shall execute the CAMC contract for the Medical Gas Pipeline System (MGPS) in both the Paediatric Block and the Main Block together, following the finalization and issuance of the CAMC LOA by MCC-PGIOSR. As the

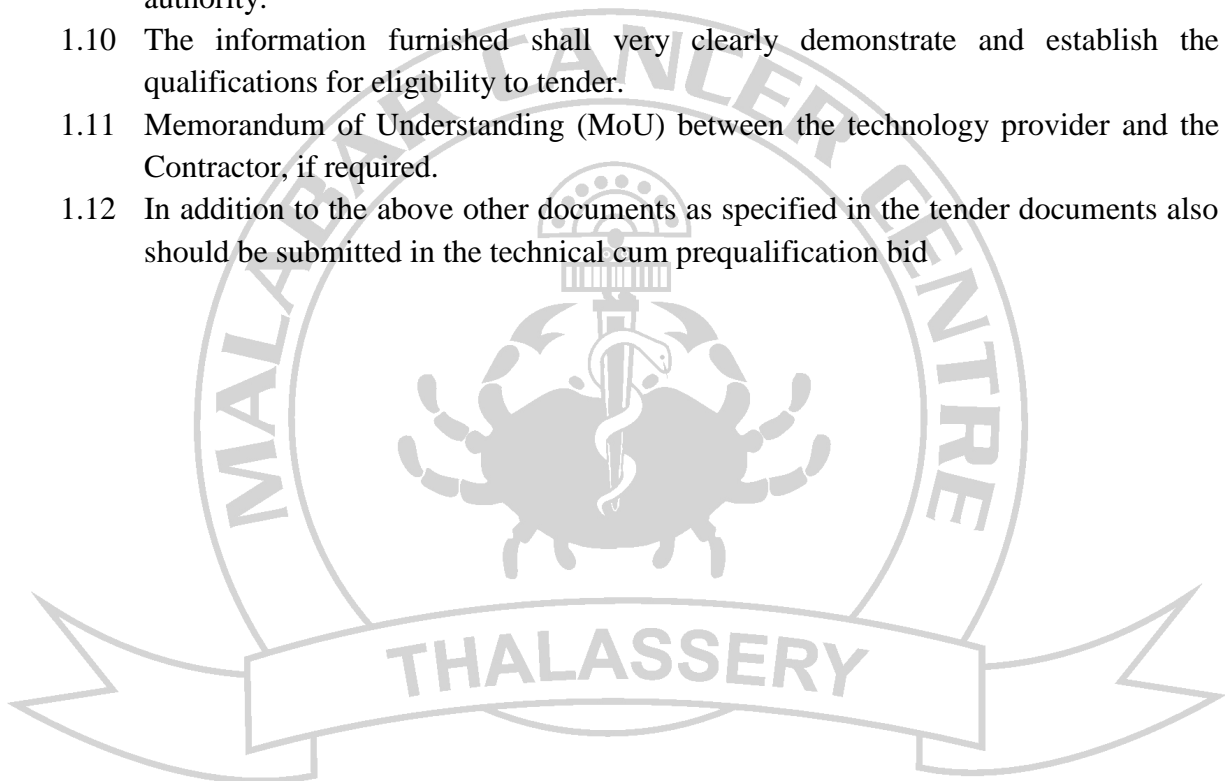
MGPS system in the Treatment and Academic Block was completed under KIIFB funding and is currently under the Defect Liability Period (DLP), the CAMC for this block shall commence upon expiry of the DLP and issuance of the CAMC LOA by MCC-PGIOSR, at the discretion of the Director, MCC-PGIOSR.

30. If your workers cause any damages/ loss to MCC property then it should be made good/repaired at your own cost. In case you fails to make good the damage /loss then the work will be got executed by MCC from some other agencies at the cost of you and the cost incurred for the same will be deducted from your bill.
31. Services shall be accepted subject to the complete satisfaction of verifying officers as nominated by competent authority. Any defect found in the work done during service or later found to be of "Not of standard quality" on testing, will render the work open to rejection and decision of the Engineer shall be final and legally binding.
32. You will be responsible for all kinds of payments to the workmen/service personnel as per rules and regulations which are in force from time to time and for the safety of the labourers employed by you. You shall alone be liable to pay all such liabilities. You should ensure that your employees do not make any disturbance to the functioning of the hospital during execution of the work. You are also required to comply with the provisions of all statutory and legal requirements of Central and State Governments and other agencies applicable to the work as well as any local regulations applying to the site.
33. Without the written consent of us, you should not assign or sublet or transfer any part of the work either wholly or partially.
34. In case of stoppage of any work due to dispute with MCC-PGIOSR or due to any other reason we will have the right to make alternative arrangements at your cost and risk for repair to avoid delay.
35. In addition to the above terms and conditions the rules and regulations of the Government of Kerala applicable from time to time shall also be applicable to this contract.
36. All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site on daily basis. Arrangements for scrap disposal should be discussed with Field Engineers.
37. Safety Measures: It is the responsibility of the contractor to ensure the safety of their staff while working on the site handling electrical systems ,Pumps,compressors and pressurised cylinders and tanks.
  - a) All the staff working at site will wear safety helmets and other protection tools required.
  - b) All electrical equipments used by the Contractor will have double earthing and will be connected through an ELCB.
1. No temporary electrical connections with loose wire will be permitted. For all the electrical connections, proper sockets and plugs will be used and wiring / cabling clamped.
2. Electrical hand tools like drilling machines will be of 220 Volts type.

**1. Pre-qualification/technical bid shall contain the following details**

- 1.1 Copy of experience certificate from the competent authority as detailed in the tender document.

- 1.2 The GST Registration, Accounting Code and PAN should be mentioned in the TENDER
- 1.3 A preliminary agreement as per Pro-forma attached.
- 1.4 Tender submission fee as mentioned in the NIT
- 1.5 Structure of the organization - provide certificate of incorporation / memorandum and articles of association/details of registered office, corporate office, experience reference etc. as per Form-I of Pre-qualification document.
- 1.6 Names, designation and contact details of the contact persons in the firm/ Director of the Company.
- 1.7 Tender declaration form duly typed in their letter head, duly signed with seal.
- 1.8 Copy of power of attorney in favour of the authorized signatory of tenderer.
- 1.9 List of similar work, completed and commissioned with technical details and clients references with contact numbers along with certificate from the competent authority.
- 1.10 The information furnished shall very clearly demonstrate and establish the qualifications for eligibility to tender.
- 1.11 Memorandum of Understanding (MoU) between the technology provider and the Contractor, if required.
- 1.12 In addition to the above other documents as specified in the tender documents also should be submitted in the technical cum prequalification bid



## **Part II- INSTRUCTIONS TO THE BIDDERS**

### **1. GENERAL**

#### **1.1. Scope of the Bid:-**

- 1.1.1. The Director, Malabar Cancer Centre, Thalassery invites bids from contractors/experienced agencies for the Work detailed in the Notice Inviting Tender (NIT).
- 1.1.2. Throughout these bidding documents:
  - a) The terms 'in writing' means communicated in written form and delivered against receipt;
  - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and any reference to masculine gender shall whenever required include feminine gender and vice versa.
  - c) "Day" means calendar day.
  - d) The terms "bid" and "tender" and their derivatives "Bidder/tenderer, bid/tender, bidding/tendering etc.," are synonymous.
  - e) The term "Employer" shall mean The Director, Malabar Cancer Centre, Thalassery. Employer will carry out its functions and obligations through officers who have been delegated powers for the same.
  - f) The "Tender Inviting Authority", "Accepting Authority" and the "Agreement Authority" means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer. The Tender Inviting Authority, Accepting Authority and the Agreement Authority shall be one and the same person unless otherwise specified.
  - g) "Contract Price" means price approved by the Employer after bidding and stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.1.3. The bid invited shall be of item rate contract.
- 1.1.4. The mode of this tender is e-tender.

#### **1.2. Source of funds:**

- 1.2.1. The expenditure on this Work will be met from the Plan/Non plan allocation of State Government/Central Government funds/Funds allocated by National funding Agencies as mentioned in the Contract Data.

#### **1.3. Eligible Bidders:**

- 1.3.1. A satisfactory work completion certificate from the appropriate authority should be submitted along with the tender documents in support of the work experience. The Bidders need to be followed only the conditions related to the work tendered for, as this is a common format.
- 1.3.2. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website.
- 1.3.3. Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

- 1.3.4. All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/ Annexure of this tender.
- 1.3.5. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 1.3.6. Joint ventures or Consortiums of two or more registered contractors are not permitted.

#### **1.4. Cost of Bidding:**

- 1.4.1. The bidder shall bear all costs associated with the preparation & submission of bids and site visits, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.4.2. The tender document(s), may be downloaded free of cost from the Government Procurement (e-GP) website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). However a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.

#### **1.5. Site Visit:**

- 1.5.1. **The bidder is advised to visit and examine the Site of Works** and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.
- 1.5.2. The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

#### **1.6. Getting information from web portal**

- 1.6.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date

and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

- 1.6.2. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
- 1.6.3. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

**f) BIDDING DOCUMENTS:**

**2.1. Content of Bidding Documents:**

- 2.1.1. The bidding documents shall consists of the following unless otherwise specified
  - a. Notice Inviting Tender(NIT)
  - b. Instructions to Bidders
  - c. General and special Conditions of Contract
  - d. Technical Specifications
  - e. Form of Bid, Appendix to Bid, Preliminary agreement format
  - f. Bill of Quantities
  - g. Drawings if required
- 2.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 2.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk

**2.2. Clarification of Bidding Documents:**

- 2.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 am and 5 pm.
- 2.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum in pursuance to clause 2.3 of this bid document.

**2.3. Amendment to bidding documents:**

- 2.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

- 2.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 2.3.3. If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

### **3. PREPARATION OF BIDS:**

#### **3.1. Language of the Bid:**

- 3.1.1. All documents relating to the bid shall be in the English language.

#### **3.2. Documents Comprising the Bid:**

- 3.2.1. The online bid submitted by the bidder shall comprise the following
  - a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
  - b) Online payment of bid submission fee as detailed in the e-tender web site.
  - c) Bid Security payment details
  - d) Copy of Registration Certificate duly attested.
  - e) Duly signed preliminary agreement.
  - f) Priced Bill of Quantities.
- 3.2.2. The relevant CPWD/MORTH specifications and BIS/IS codes and the relevant sections of the National Building Code, PWD Manual, PWD Quality Control Manual and the PWD Quality Control Laboratory Manual shall be considered as part of this bid documents though individual copies are not attached along with the bid documents.
- 3.2.3. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

#### **3.3. Bid Prices:**

- 3.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities.
- 3.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder..
- 3.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.
- 3.3.4. The quoted rates shall also include expenses towards all Quality Control tests (first tier) prescribed in the PWD Quality Control Manual to be done at Government approved institutions.
- 3.3.5. Value Added Tax, purchase tax, turnover tax or any other tax applicable except service tax shall be payable by the Contractor in respect of this contract and Government/MCC-PGIOSR will not entertain any claim whatsoever in

respect of the same. However, in respect of service tax, wherever legally applicable the same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Employer on production of receipts/vouchers and after satisfying that it has been actually and genuinely paid by the contractor.

3.3.6. All taxes, royalty, octroi and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

3.3.7. No material will be issued by the MCC-PGIOSR for executing the building works under this contract.

3.3.8. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

#### **3.4. Currencies of Bid and Payment:**

3.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees (₹). All payments shall be made in Indian Rupees only.

#### **3.5. Bid Validity:**

3.5.1. Bids shall remain valid for the period of 120 (sixty) days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

3.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.6 in all respects.

#### **3.6. Bid Security (EMD as mentioned in the NIT):**

3.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Security is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. PWD/NIC/SBI/KSITM/MCC shall not be responsible for any kind of delay in payment status confirmation.

3.6.2. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 3.6.3. The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 3.6.4. The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Guarantee and signed the Agreement.
- 3.6.5. Waiving of Bid Security is allowed in respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process.(MSMEs exemption not allowed for Civil/Electrical/Infrastructure contracts)
- 3.6.6. The Bid Security may be forfeited:
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
  - b) if any modification is effected to the tender documents or
  - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i. sign the Agreement; or
    - ii. Furnish the required Performance Guarantee or
    - iii. If the bidder fails to convince the Employer about the reasonability of his bid prices in the case of an unbalanced bid.
  - d) In such cases the work shall be rearranged at the risk and cost of the selected bidder.
- 3.6.7. The Bid Security deposited with the Employer will not carry any interest.

**3.7. Bid submission fee (as mentioned in the NIT& contract data):**

- 3.7.1. For e tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e tenders, Bidders shall remit the Tender fee using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” section of e-Procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. PWD/NIC/SBI/KSITM/MCC shall not be responsible for any kind of delay in payment status confirmation.
- 3.7.2. Any bid not accompanied by the Tender Fee as notified shall be rejected by the Employer as nonresponsive.
- 3.7.3. Tender Fee remitted will not be refunded.

**3.8. Alterations and additions:**

- 3.8.1. The bid shall contain no alterations or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

- 3.8.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. The bidder is not required to present alternative construction options and he shall use without exception the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any bidder who fails to comply with this clause will be disqualified.

#### **4. SUBMISSION OF BIDS:**

- 4.1. All documents of the Bid as required shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorized to sign on behalf of the Bidder.
- 4.2. In the event of the tender being submitted by a partnership firm, it must be signed by the lead partner holding a valid power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
- 4.3. The Bidder shall submit their bid online only through the e-GP web site of Kerala ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in> . The bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e-tenders portal.
- 4.3.1. Copy of remittance towards bid submission fee and Bid Security.
- 4.3.2. Self-attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies as per clause 1.3.1.
- 4.3.3. Duly filled and signed copy of bid submission letter as per item no- 1 Part-VI of this bid document.
- 4.3.4. Duly filled and signed copy of preliminary agreement as per item no-2 Part-VI of this bid document.
- 4.3.5. Duly filled and signed copy of Integrity pact certificate as per item no-3 Part-VI of this bid document.
- 4.3.6. Duly filled and signed copy of Affidavit as per item no-4 Part-VI of this bid document.
- 4.3.7. Duly filled and signed copy of requisition for e-payment form as per item no-6 Part-VI of this bid document.
- 4.3.8. Any other relevant information with testimonials mentioned in the tender condition.
- 4.3.9. The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
- 4.3.10. In addition to the above, the bidder shall upload a complete set of bid document with NIT and sections from 1 to VII using his digital signature as a

token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.

4.3.11. Price bid:

4.3.11.1. This shall contain only the duly filled BoQ-file in MS-Excel format and shall be uploaded using the digital signature of the bidder in the e-tenders portal.

**4.4. After the submission of bid online in the e-tenders portal, the hard copies of the following are to be submitted to the Tender Inviting Authority:**

4.4.1.1. Copy of remittance towards bid submission fee and Bid Security.

4.4.1.2. Copy of confirmation of bid submission in the e-tenders portal.

4.4.1.3. Self attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies as per clause 1.3.1-

4.4.1.4. Duly filled and signed copy of bid submission letter as per item no-1 Part-VI of this bid document in original.

4.4.1.5. Duly filled and signed copy of preliminary agreement as per item no-2 Part-VI of this bid document in original.

4.4.1.6. Duly filled and signed copy of Integrity pact certificate as per item no-3 Part-VI of this bid document in original.

4.4.1.7. Duly filled and signed copy of Affidavit as per item no-4 Part-VI of this bid document in original.

4.4.1.8. Duly filled and signed copy of requisition for e-payment form as per item no-6 Part-VI of this bid document in original.

**4.5.** This whole set of certificates and documents shall be sent to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline of opening of bid. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the date of opening of bid.

4.6. The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid in the presence of bidders or their authorised representatives preferably on the last day of bid submission after the prescribed time for bid submission.

4.7. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

**4.8. Deadline for Submission of the Bids**

4.8.1. Bid shall be received only ONLINE on or before the date and time as notified in NIT.

4.8.2. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

4.8.3. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

#### **4.9. Modification, Resubmission and Withdrawal of Bids:**

- 4.9.1. Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 4.9.2. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 4.9.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

### **5. BID OPENING AND EVALUATION:**

#### **5.1. Bid Opening:**

- 5.1.1. Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.
- 5.1.2. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 5.1.3. In the event of the specified date of bid opening being declared holiday for the Employer, the bids will be opened at the same time on the next working day.

#### **5.2. Confidentiality:**

- 5.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 5.2.2. Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 9 of ITB and may result in the rejection of the Bidders' bid.

#### **5.3. Clarification of Bids:**

- 5.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 5.3.2. Subject to clause 5.3.1, no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

#### **5.4. Examination of Bids, and Determination of Responsiveness:**

- 5.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid
- whether it meets the required registration class as specified in the NIT;
  - is accompanied by the required bid security, bid submission fee and the required documents and certificates.
- 5.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- which affects in any substantial way the scope, quality, or performance of the Works;
  - which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 5.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 5.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 5.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 5.4.6. Single tender shall not be opened in the first tender call.

#### **5.5. Negotiation on Bids:**

- 5.5.1. The Tender Inviting Authority shall negotiate with L1 bidder before awarding the contract.

#### **6. AWARD OF CONTRACT:**

- 6.1. Subject to Clause 5, the Agreement Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 6.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, subjected to clause 3.6.6 of this section, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.
- 6.3. If the grand total quoted amount by a bidder is less than 75% (seventy-five percent) of the total estimated cost put to tender, then such bids will be processed based on the directions contained in Government order GO(P) No-124/2016/Fin dated 29-8-2016 or any subsequent modifications thereof. If two or more bidders quote the same lowest amount, the Tender Inviting Authority shall finalize the tender through a transparent draw of lots. The Tender Inviting Authority along with his

subordinate officers and the contractors who have quoted the lowest and equal amounts in their bids (or contractor's authorized representatives) shall be present during the draw of lots.

6.4. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

6.5. Employer's Right to accept any Bid and to reject any or all Bids:

6.5.1. Notwithstanding Clause 6.1 to 6.4, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

6.6. Notification of Award and Signing of Agreement

6.6.1. The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

6.6.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 7, within 14 (fourteen) days of issue of letter of acceptance.

6.6.3. If the successful bidder fails to furnish the required Performance Guarantee as detailed in clause 7 of this section and enter into contract, within the above stipulated time, further ten days time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to *1% of the Contract Price as per his quote amount subject to a minimum of ₹1000 and maximum of ₹25,000/- to tender inviting Authority.*

6.6.4. Upon the furnishing by the successful Bidder of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

6.6.5. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder.

## **7. PERFORMANCE GUARANTEE AND PERFORMANCE SECURITY DEPOSIT:**

7.1. The bidder whose tender is accepted shall be required to furnish the following

7.1.1. Performance Guarantee to be submitted before executing agreement and

7.1.2. Performance Security Deposit to be recovered from running bills.

7.2. Performance Guarantee to be submitted at the award of contract should be 5% of fifth year Contract amount and should be submitted within 14 (fourteen) days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the following form

- 7.2.1. The Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty-eight) days after the completion of contract period and
- 7.2.2. Balance Performance Guarantee in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalized Bank/Scheduled Bank to be submitted before executing agreement and shall be valid till 28 (twenty-eight) days after the completion of contract period, in approved format. The Bank Guarantee on instalment basis with lesser period of validity shall not be accepted.
- 7.3. After the submission of Performance Guarantee and its acceptance the Bid Security will be refunded to the successful bidder.
- 7.4. The above Guarantee amounts shall be payable to the Employer without any condition whatsoever.
- 7.7. The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- 7.7.1. The successful bidder guarantees the successful and satisfactory completion of the scope of work in the contract period and other related works under the contract, as per the specifications and documents.
- 7.7.2. The successful bidder further guarantees that the infrastructure and equipments provided and installed by him shall be free from all defects in material and workmanship and shall, upon written notice from the Agreement Authority or the Engineer, fully remedy free of expenses to the Employer, such defects as developed under the normal use of the said infrastructure within the period of defect liability specified under clause 46 of the Conditions of Contract.
- 7.8. The Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents.
- 7.9. The Agreement Authority shall be at liberty to deduct appropriate from the Contract Performance Guarantee/Performance Security Deposit such sums as are due and payable by the contractor to the Employer as may be determined in terms of the contract, and the amount appropriated from the Performance Guarantee/Performance Security Deposit shall have to be restored by Contractor subsequently.
- 7.10. The Performance bank Guarantee submitted in the form of bank guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of contract period.
- 7.11. Performance Security Deposit shall bear no interest.
- 7.12. Failure of the successful Bidder to comply with the requirements of sub-clause 7.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

## **8. FIRST TIER QUALITY CONTROL TESTS:**

- 8.1. Primary responsibility of maintaining quality of all items of work as per specifications and standards prescribed in the PWD Quality Control Manual vests

with the Contractor. The Contractor shall carry out all First tier Quality Control tests prescribed by the PWD Quality Control Manual at his own expense and submit it along with the bills submitted for payment. If the estimated cost exceeds ₹ 2 Crores, the Contractor shall establish field laboratory at the site at his own expense.

## **9. CORRUPT OR FRAUDULENT PRACTICES:**

- 9.1. It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:
- 9.1.1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 9.1.2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- 9.1.3. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 9.1.4. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 9.2. The Employer will reject a bid, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## **10. FORMS AND DECLARATIONS:**

- 10.1. Various forms and formats for declarations to be submitted by the Bidder for Bid submission are included in the Part-VI- FORMS. Bidders are requested to fill in the required forms and declarations and submit the same with their bids both online and in hard copy.

### **Part III- GENERAL CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS:**

- 1.1 Employer means The Director, Malabar Cancer Centre, Thalassery on whose behalf the Work is taken up for execution. Employer will carry out its functions and obligations through officers who have been delegated powers.
- 1.2 Accepting Authority/Agreement Authority means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer.
- 1.3 Technical Sanction Authority means the competent Departmental Officer who has issued the technical sanction for the Work.
- 1.4 Engineer means all Engineers in charge of the Work
- 1.5 Field Engineer means Engineers who are directly in charge of execution of the Work.
- 1.6 Engineer-in-Charge means the MCC-PGIOSR, Engineering wing Representative of Consultant means technical consultant if appointed for the said purpose who is responsible for the execution of the Work.
- 1.7 Engineer's Representative means Supervisor or other subordinate staff posted to assist the Engineer, supervise execution and to maintain documents.
- 1.8 Contract is the agreement between the Agreement Authority and the selected Bidder to execute, complete and maintain the Work.
- 1.9 Contractor means person or persons or firms who have entered into contract for the execution of the work subject to the eligibility conditions of the NIT.
- 1.10 Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the contract.
- 1.11 Contract Data defines the documents and other information which comprise the contract.
- 1.12 Bid or Tender means the Contractor's priced offer to the Employer for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of Contract.
- 1.13 Bill of Quantities means the priced and completed Bill of Quantities forming part of the bid.
- 1.14 Specification means the instructions, provisions, conditions and detailed requirements contained in the tender documents which form part of the contract and any modification or addition made or approved by the Accepting Authority.
- 1.15 Drawings mean all drawings, calculations and technical information related to the Work provided by the Engineer from time to time to the Contractor under the Contract.
- 1.16 Letter of Acceptance or selection notice means intimation issued by the Accepting Authority as formal acceptance of Bid by the Employer.
- 1.17 Date of commencement means the date of handing over the site to the Contractor.
- 1.18 Time of completion means the period allowed for completing all works related to the Work including carrying out and passing the required quality control tests prescribed by the Quality Manual published by the Department.
- 1.19 Date of completion shall be the date of issue of virtual completion certificate. The virtual completion certificate shall be issued by the Engineer-in charge within 15

days of the final measurement and shall specify the work has been completed satisfactorily by the contractor and taken over by the Director/Engineer. In case of defects liability period the works shall be finally taken over after completion of defects liability period.

- 1.20 Quality control tests means all relevant tests prescribed by the PWD Quality Control Manual applicable to the Work which are to be made and passed before each part bill is presented for payment.
- 1.21 A Defect is any part of the work not completed in accordance with the contract.
- 1.22 Defects Liability Period is the period named in the contract data and calculated from the date of completion.
- 1.23 Plant is any integral part of the works which is to have a mechanical, electrical, electronic or biological function.
- 1.24 Equipment means contractor's machinery and vehicles brought temporarily to site for execution of the Work.
- 1.25 Site means the places provided by the Employer where the Work is to be executed. It may also include any other place or places as forming part of the site, mentioned in the Contract.
- 1.26 Materials means all supplies, including consumables used by the contractor for incorporation in the works
- 1.27 Works are what the Contract requires the contractor to construct, install and run over to the Employer as defined in Contract Data.
- 1.28 "Days" are calendar days, "months" calendar months.
- 1.29 "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
  - a. Bureau of Indian Standards/Indian Roads Congress relevant to the works under the Contract and their specifications. If Indian Standards are not available British Standards or AASHTO Standards are to be followed.
  - b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the Contract.
  - c. Any other laws, rules, regulations and Acts applicable in India with respect to labour, safety, compensation, insurance etc.
- 1.30 Words importing singular only shall also include the plural and vice-versa where the context so requires.
- 1.31 Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- 1.32 Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Contract Act, and failing that in the General Clauses Act.
- 1.33 "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the Work.
- 1.34 Measurement Books: The "measurement books" shall be defined as the books with serially numbered and maintained during the currency of the Work to record all measurements qualifying for payment. The measurement book shall be in the form

given in Appendix 2100E1 of PWD Manual and is the original record of actual measurements. Except for quantities of work paid on level basis, all measurements shall be recorded in the measurement book. For measurements taken on level basis, the levels shall be entered in properly numbered field books as in Appendix-2100E2 of PWD Manual. All measurement books and Field Books shall be certified by the Engineer-in-Charge before entering measurements.

- 1.35 Any conditions or data mentioned in the tender documents contradicted to any other conditions, the details mentioned in the **Contract data** shall be final unless otherwise specified.

## **2. SCOPE, EXTENT, INTENT ETC.:**

- 2.1 **Scope:** The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates and other Contract Documents.
- 2.2 **Extent:** The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and everything else necessary for the proper execution and completion of the Work in accordance with the Contract Documents and to the satisfaction of the Engineer-in charge. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.
- 2.3 **Intent:** The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards as are applicable.

## **3. SITE:**

- 3.1 Contractor to satisfy himself about site conditions: The Contractor ensures that before submitting bids for the Work the Contractor has visited the Site and satisfied himself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from Authorities for this purpose. The Contractor has examined the Site and taken note of character of the soil and of the excavations, the correct dimensions of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation and progress, and completion of the Works. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.

- 3.2 It will be the responsibility of the contractor to obtain necessary land for stacking the materials and establishing plants and equipments for carrying out the work, if the specified site of work is of less extent.
- 3.3 Land required for the work may not be available in full. Further land will be handed over as and when it is received from the Land Acquisition Authority. The contractor shall not be eligible for any extra or enhance claims or for compensation due to the non-availability of entire land. He shall also not be eligible for any claims or compensative for the non-completion of the work within the agreed time and for continuing the work in the agreed extended period of completion due to the above reasons.
- 3.4 In the case of any delay in shifting the utility services like Telephone posts, Electric posts, Electric overhead line and underground cables, water lines etc. by the utility Director/Engineer, the Employer shall not in any way be liable to pay damages on account of this delay, instead a proportionate extension of time for completion of work will be granted in deserving cases on application by the Contractor.
- 3.5 Access to site by the contractor: The access to the Site will be shown immediately on award of the Contract to the Contractor and the Site shall be shared with other Contractors and Sub-Contractors as applicable. The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the Work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a license for carrying out the construction of the Work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the Work carried out by him under the Contract or anything appurtenant or attached thereto or to any part of the Site, and his claim will only be in the nature of money found due and payable to him in accordance with the certificates issued by the Engineer-in-charge under the provisions contained herein. The Work shall be free from all liens, charges or claims of whatsoever nature from any party other than the Engineer. The Engineer shall have a lien over all work performed by the Contractor, Sub-Contractors and Vendors and also for the materials and equipment brought on Site by them.
- 3.6 The MCC-PGIOSR does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the contractor shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The Director/Engineer shall not be liable for any claim raised later on the plea of non-availability or non-access to the site
- 3.7 Treasures, Antiquities found are property of Employer: All fossils, antiquities and other objects of interest or value, which may be found on the Site at the commencement or during the progress of the Work, shall be the property of the Employer. The Contractor shall carefully take out and preserve all such fossils, antiquities and objects and shall immediately deliver the same in their discovered state into the possession of the Employer.

#### **4. NATURE OF CONTRACT:**

- 4.1 The Contract shall be an item rate contract wherein the item rates are for the finished work as per the Contract Documents. The estimated cost is tentative based

on the estimated quantities and is liable to change during execution as per the actual quantities executed and approved by the Engineer-in charge. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, formwork, scaffolding, works under this contract and all applicable taxes including the Work Contract Tax (WCT), Value added tax (VAT), duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including Employee State Insurance and Provident Funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include expenses for the Contractor's site establishment, infrastructure, overheads & profits, establishing site laboratories (for works costing more than ₹ 2 Crores), first tier quality control tests, expenses for all rectifications including that necessitated as a result of bad quality and all other charges required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and according to the best engineering and construction practices and to the satisfaction of the Engineer-in-charge. Service tax, wherever legally applicable, shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Employer on production of receipts/vouchers and after satisfying that it has been actually and genuinely paid by the contractor.

4.2 No adjustment of the prices shall be allowed during the period of the contract any reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed for the entire contract period.

4.3 Deleted

## **5. NOTICES, FEES, BYELAWS, REGULATIONS, ETC.:**

5.1 The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and / or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, batching plant, hot mix plant, base camp, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law there under. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

5.2 The contractor is bound to follow relevant Kerala State Government orders, circulars, Kerala PWD Manuals etc. prevailing at the time of contract connected to the execution of the work under the contract even though specific reference to these are not provided elsewhere in the contract conditions.

## **6. LICENSES AND PERMITS:**

- 6.1 The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

## **7. CONTRACT DOCUMENTS:**

- 7.1 The following documents shall constitute the Contract documents,
- a. Articles of Agreement,
  - b. Notice Inviting Tender
  - c. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of Contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
  - d. Conditions of Contract, including general terms and conditions, instructions to bidders, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement,
  - e. Specifications, where it is part of Tender Documents,
  - f. Scope of works/Bills of quantities/schedule of works/quantities and
  - g. Contract Drawings and finalized work programme.
- 7.2 After acceptance of Tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Agreement Authority in writing in order that such doubt may be removed. The Agreement Authority will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Employer or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract.
- 7.3 The Contractor shall enter into a Contract Agreement with the Agreement Authority within 14 (fourteen) working days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Agreement Authority. The date of dispatch of Letter of Acceptance by registered post shall be the date of Acceptance of Tender. The performance Guarantee for the proper fulfilment of the Contract shall be furnished by the contractor in the prescribed form within fourteen (14) days of 'Acceptance of Tender'. The performance Guarantee shall be as per terms prescribed in the clause 7 of "Instructions to Bidders" of this Tender.
- 7.4 The agreement, unless otherwise agreed to, shall be signed within 14 (fourteen) working days from the date of Acceptance of Tender, at the office of the Agreement Authority on a date and time to be mutually agreed. The Contractor shall provide required details for signing of the contract like, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time as specified in clause 6.6.3 of section Instructions to Bidders, the

Bid Security or EMD submitted with the tender will have to be extended accordingly.

- 7.5 After the signing of the agreement with the Agreement Authority and the Contractor, two certified copies of the agreement are to be made. Original shall be kept with the Agreement authority and the Contractor shall be provided with one certified copy and the other certified copy shall be kept with the Engineer-in Charge. None of these documents shall be used for any purpose other than this Contract and the Contractor shall ensure that all persons employed for this Contract strictly adhere to this.
- 7.6 The laws applicable to this Contract shall be the laws in force in India.

## **8. ASSIGNMENT AND SUBLETTING OF CONTRACT:**

- 8.1 The Contractor shall not assign this Contract. The Contractor shall not sub-let the Contract or any part thereof other than for supply of raw materials, for minor works or any special type of works for which makes are identified in the Contract or as approved by the Engineer-in charge . Suppliers of the equipment not identified in the Contract or any change in the identified supplier shall be subject to approval by the Engineer. The experience list of such equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval of Engineer-in Charge shall be void.

## **9. PATENT RIGHTS AND ROYALTIES:**

- 9.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Employer will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the Employer, the right to continue use of said apparatus,

equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

#### **10. VARIATION IN QUANTITY:**

- 10.1 The Employer/Engineer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The Contractor is bound to execute such varied quantities of work at his quoted price up to an extent of 25% in excess of the agreed quantity or quantities. In case of variation over 25% in excess of the agreed quantity, the Director/Engineer reserves the right to arrange such works through a separate contract. Negotiation shall be made with original contractor to revise the rate for the additional quantity in excess of 25% of the agreed quantity and in no case the revised rate shall be more than the market rate at the time of initiating the proposal for revision of rate as recommended by the Engineer-in charge. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Engineer.
- 10.2 The Contractor is bound to carry out sinking of wells increase up to 10 meter (ten meter) 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 such items are included in the contract. In case of pile foundation, precast or cast in site, the same conditions as above shall apply.

#### **11. DEDUCTIONS FROM CONTRACT PRICE:**

- 11.1 All costs, damages or expenses, which the Employer may have paid, for which under the Contract the Contractor is liable, will be claimed by the Employer. The Engineer-in charge shall deduct the amount, from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Employer of such claims.

#### **12. INSURANCE:**

- 12.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a. loss of or damage to the Works, Plants and Materials;
  - b. loss of or damage to Equipment;
  - c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
  - d. Workman compensation policy to cover personal injury or death.
- 12.2 Policies and Certificates for insurance shall be delivered by the Contractor to the Engineer's approval before the Start Date. All such insurance shall provide for

compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 12.3 If the Contractor does not provide any of the policies and certificates required, the Engineer-in charge may effect the insurance which the Contractor should have provided and recover any such premiums which the Employer has paid from the payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 12.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 12.5 Both parties shall comply with any conditions of the insurance policies.
- 12.6 Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable. The Contractor shall provide to the Engineer-in-Charge all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract or completion of defects liability period and any extensions thereof. The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Employer and Engineer-in-charge resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Employer and Engineer-in-charge including their employees, officers, servants, agents and any other person moving in the premises, accordingly.
- 12.7 Unlimited liability: In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Employer and Engineer-in-Charge including their employees, officers, servants, agents and any other person moving in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.
- 12.8 All insurance claims, payable by the insurers, shall be paid to the Employer which shall be released to the Contractor in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

### **13. LIABILITY FOR ACCIDENTS AND DAMAGES:**

- 13.1 Under the Contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the Contract.

#### **14. TIME OF COMPLETION:**

- 14.1 Time is the essence of the contract. The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over the site to the Contractor. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Tendering authority after the receipt of letter of acceptance or selection notice. The approved work programme shall be made as part of the Contract agreement. The Contractor shall comply with this time schedule. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.
- 14.2 Completion Period: The Date of commencement will be the date of site handover or the 10th day after agreement whichever is earlier. The Milestone dates shall be those specified in the Contract Data or as mutually discussed and agreed. In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Employer, liquidated damages as specified in Clause 15 of General Conditions of Contract. In addition to his own work in the overall time period, the Contractor shall provide for the works of other Sub-contractors and Vendors, including those employed directly by the Employer / Engineer-in-Charge.
- 14.3 The contractor has to take over charge of the site by signing the acknowledgement form and commence the work within 10 days from the date of execution of agreement.
- 14.4 If the site is not taken over by the contractor by signing the acknowledgement form, Engineer will forward the filled up form by registered/speed post, recording the date of taking over as the tenth day from the date of execution of agreement unless otherwise decided.
- 14.5 The contractor has to resubmit the acknowledgement form duly signed within three days of receipt and commence the works.
- 14.6 It shall be deemed that the contractor has taken over charge of the site on the tenth day from the date of agreement irrespective of whether he has received the acknowledgement by post or has resubmitted it with his signature. The work will be terminated at his risk and cost if the contractor does not resubmit the acknowledgement form and commence the work as required under 14.3.
- 14.7 Recovery towards risk and cost will be made from the performance guarantee, if the contractor does not turn up to take charge of the site within the time prescribed under 14.3, he shall be demoted to a lower category as per the rules for registration of contractors
- 14.8 The works shall be carried out in accordance with the programme submitted by the contractor and agreed to by the Agreement Authority at the time of executing agreement and updated subsequently with the approval of the Agreement Authority.

## **15. LIQUIDATED DAMAGES(LD):**

- 15.1 If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, **Liquidated damages @ 1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value.** This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.
- 15.2 The Agreement Authority, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion as per clause-19. In the event of extension granted being with Liquidated Damages, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the **Contractor as agreed damages equivalent to @ 1(one) percent of the contract price per week of delay or part thereof.**
- 15.3 If the contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion, the Employer may release the already levied liquidated damages at his sole discretion.
- 15.4 The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.
- 15.5 The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 15.6 In the event of such termination of the contract as described in clauses 15.4 and 15.5 or both, the Employer, shall be entitled to recover **Liquidated Damages up to ten percent (10%) of the contract value and forfeit** the Performance Guarantee and Security Deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.
- 15.7 The Employer may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.

## **16. BONUS FOR TIMELY COMPLETION:**

- 16.1 Bonus will not be paid to the bidder at the rate

## **17. CONTRACTOR'S DEFAULT:**

17.1 If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Agreement Authority shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Agreement Authority shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part thereof and in that event the Agreement Authority shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Agreement Authority shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be plus a fine of 20 percent of the value of work so carried out. If the cost of completing the works or executing a part thereof as aforesaid plus a fine of 20 percent of the value of work so carried out shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed. In addition, such action by the Agreement Authority as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the Contract including Defects Liability Period.

17.2 If the Contractor fails to complete the work and the agreement is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the Contract and that too after alternative arrangements to complete the work has been made.

## **18. DELAYS BY EMPLOYER OR HIS AUTHORISED AGENT:**

18.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final. The reasons for such delays shall be recorded in the hindrance register as per clause 19.2 and shall be certified by the Field Engineers in charge of the work.

- 18.2 Any delay in finalization of mutual agreement in regard to any of the Contractor's claim against any act of omission on the part of the Employer or his authorized agents should not result in any work stoppage /further delay on the part of the Contractor.

## **19. EXTENSION OF TIME OF COMPLETION:**

- 19.1 On happening of any events causing delay as stated hereinafter, the Contractor shall intimate immediately in writing to the Engineer-in-charge:
- a. Due to any reasons defined as Force Majeure.
  - b. Non-availability of stores which are the responsibility of the Employer to supply.
  - c. Non-availability or breakdown of tools and plant to be made available by the Employer.
  - d. Inclement weather conditions
  - e. Delay on the part of the Contractors or tradesmen engaged by the Employer not forming part of the Contract, holding up further progress of the work.
  - f. Non-availability of design or detailed drawings or specifications time, which are to be made available by the Employer during progress of the work.
  - g. Any other causes which, at the sole discretion of the Employer is beyond the control of the Contractor.
- 19.2 A "Hindrance Register" shall be maintained by the Engineer, MCC-PGIOSR and Contractor at site to record the various hindrances, as mentioned under item 19.1 above, encountered during the course of execution. The entries made in hindrance register are to be approved by the Engineer in charge. Contractor is permitted to sign the register and record his remarks
- 19.3 The Contractor may request the Agreement Authority in writing for extension of time within 14 (fourteen) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Agreement Authority may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor in writing by the Agreement Authority through the Engineer-in-charge within one month of the date of receipt of such request. The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge. Related entries in the hindrance register shall also to be submitted along with the request for extension.
- 19.4 When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Contractor or the Employer or the both. The extension will have to be by both party's agreement, expressed or implied.
- 19.5 In case the Contractor does not apply for grant of extension of time within 07 (Seven) days of hindrance occurring in execution of the work and the Employer wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in charge at his sole discretion can grant provisional extension of time even in the absence of

application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Employer's right to levy compensation under the relevant clause of Contract.

## **20. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:**

20.1 The Agreement Authority shall, in addition to other remedial steps to be taken as provided in the conditions of Contract, be entitled to cancel the Contract in full or in part, if the Contractor

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in charge, then on the expiry of the period as specified in the notice, or
- b. commits default/breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, or
- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, or
- d. shall offer or give or agree to give any person in the service of the Employer or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other Contract for the Employer, or
- e. shall try to obtain a Contract from the Employer by way of ring Tendering or other non-bonafide method of competitive Tendering, or
- f. Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.

20.2 The Agreement Authority shall in such an event give fifteen (15) days notice in writing to the Contractor informing his decision to do so.

20.3 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.

20.4 The Contract shall stand terminated under the following circumstances unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract and the

Employer shall in any way not be liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the termination of the Contract.:

- a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the Contractor being an employer, its affairs are under liquidation either by a resolution passed by the employer or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re- organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the Employer, if any.
- c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21(twenty-one) days.
- d. On the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Employer is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the Contract. The decision of the Agreement Authority in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- e. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract the Agreement Authority shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Agreement Authority that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

20.5 On cancellation or on termination of the Contract, the Engineer-in-charge shall have powers

- a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
- b. To carry out the incomplete work by any means at the risk of the defaulted Contractor.

- c. To determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Employer after giving credit for the value of the work executed by the Contractor up to the time of termination/cancellation less on account payments made till date and value of Contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
- d. To recover the amount determined as above, if any, from any moneys due to the Contractor or any account or under any other Contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Employer shall not however arise in the case of termination of the Contract for death/demise of the Contractor as stated in clause.20.4 (d).
- e. The inventory of up to date work and balance stores at site, plant/machineries, equipments and any other property of contractor utilized for the work shall be taken on charge by the MCC-PGIOSR after combined survey with the Contractor or his authorized representative. If Contractor or his authorized representative is not appearing for combined survey after one week of giving notice, inventory shall be prepared by the MCC in his absence and the Contractor is bound to accept the same.
- f. During the currency of execution of work, contractor shall not remove his resources without prior permission of Engineer-in charge.
- g. Additionally, the Employer will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.

20.6 Suspension of work - The Employer shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Agreement Authority equal to the period of such suspension plus an additional time period of 25% of the suspension period or 30 days whichever is less. Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the works will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Engineer. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the Performance Security Deposit and other dues of this work or any

other work done under this Employer shall be forfeited and brought under the absolute disposal of the Employer provided, that the amount so forfeited shall not exceed 10% of the contract value.

- 20.7 Foreclosure of Contract in full or in part - If at any time after acceptance of the Bid, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever the Employer, through its Engineer-in-charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work,
- a. The Contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of the contract, the Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.
  - b. If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 (fifteen) days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable.

## **21. NO WAIVER OF RIGHTS:**

- 21.1 Neither the inspection by the Employer or the Engineer or Engineer's Representatives or any of their officials, employees or agents nor any order by the Employer or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Employer or the Engineer, nor any extension of time, nor any possession taken by the Engineer, inspection by Chief Technical Examiner or his authorized representatives and mandatory waiting period for inspection by CTE wing etc. shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

## **22. CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF CONTRACTOR:**

- 22.1 No interim payment certificate of the Engineer, nor any sum paid on account, by the Employer, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the Employer against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the works done or of the equipment furnished and

no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the Employer, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Employer.

### **23. GRAFTS AND COMMISSIONS ETC.:**

23.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer/Engineer-in charge shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Contractor under the Contract.

### **24. LANGUAGE AND MEASURES:**

24.1 All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the Contract. Measurements, quantities, prices or rates and amounts shall have two digit precision.

### **25. RELEASE OF INFORMATION:**

25.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Employer.

### **26. COMPLETION OF CONTRACT:**

26.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defects Liability Period as provided for under the clause 46.

### **27. ENFORCEMENT OF TERMS:**

27.1 The failure of either party to enforce at any time of the provisions of this Contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## **28. ENGINEER 'S DECISION:**

- 28.1 In respect of all matters which are left to the decision of the Engineer including the granting or with holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 28.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer within 15(fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.
- 28.3 The Engineer's decision and the filling of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

## **29. CO-OPERATION WITH OTHER CONTRACTORS, CONSULTANTS & ENGINEERS:**

- 29.1 The Contractor shall co-operate with the Employer's other Contractors Consultants and consulting Engineers, if employed in the site, and freely exchange with them such technical information as is necessary for the satisfactory execution of works.

## **30. VARIATIONS OR ADDITIONS:**

- 30.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as "Variation") under the Contract as detailed in the Contract documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the Contract documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer there of in writing and the Engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer confirm his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.
- 30.2 In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any

design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

- 30.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than ten (10) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the specifications of the same shall be confirmed in writing by the Engineer.
- 30.4 If any variation in the works, results in reduction of Contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 30.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 30.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract, to vary the quantities of the items or groups of items. The Contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Contract documents. However, the Contract price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

### **31. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:**

- 31.1 If during the progress of the works the Engineer shall decide and inform in writing to the Contractor, that any part of work or materials used therein is unsound or imperfect or has furnished any work is inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh materials up to the standards of the specifications.
- 31.2 In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works or materials so complained of and, at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the Contract which the Employer may otherwise have in respect of such defects and deficiencies.
- 31.3 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Employer of the extra cost, of such replacement procured, including erection, as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Employer for such replacements and the Contract price portion for such defective work and

repayments of any sum paid by the Employer to the Contractor in respect of such defective work. Should the Employer not so replace the defective work or materials, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Employer under the Contract for such defective works or works using the defective materials.

### **32. DEFENSE OF SUITS:**

- 32.1 If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

### **33. LIMITATIONS OF LIABILITIES:**

- 33.1 The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Defect liability period as detailed in clause 46 and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on account payments.

### **34. TAXES, PERMITS & LICENSES:**

- 34.1 The Contractor shall be liable and pay all taxes, duties, levies, royalties etc lawfully assessed against the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property. This clause shall be read in conjunction with clause 3.3.6 of section Instruction to Bidders. In the case of GST relevant Govt. order shall be followed.

### **35. PAYMENTS:**

- 35.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified herein. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the Contractor of all his liabilities under this contract and also after issue of Completion Certificate by the Agreement Authority.
- 35.2 All payments under the Contract shall be in Indian Rupees only.
- 35.3 All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or

corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

- 35.4 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the - PGIOSR to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- 35.5 The bill for a work shall be submitted only with the first tier quality control certificates and Test Result sheets for all items in the Bill as required by the relevant provisions of the PWD Quality Control Manual or as listed in the Contract Data. Assistant Engineer shall obtain certificates and Test Result Sheets of the second tier quality control tests from the Quality Control wing and attach the same to the bill along with the Test Results of first tier Q.C. Disbursing officers shall effect payment only after ensuring the QC test results furnished for the items covered in the bill confirm to standards prescribed which are detailed in the PWD Quality Control Manual.
- 35.6 The Contractor will be required to produce income-tax and sales tax clearance certificates before the final payment and release of Performance Security Deposits.

### **36. METHOD OF MEASUREMENT AND BILL PREPARATION:**

- 36.1 All Works shall be measured for making payments to the Contractor. To evaluate Work under this Contract and instructed as per work order/change orders issued by the Engineer-in-Charge, the standard method of measurement in accordance with the Standards laid down by CPWD Specifications Vol-I and II or Bureau of Indian Standards (IS: 1200) shall be followed. However if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Engineer-in-Charge shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard. For Turnkey works, there are no separate measurements for each item of works, only BOQ & scope of work/services should be followed.
- 36.2 The bills shall be prepared after taking measurements at site by the Contractors per the procedure laid down in revised PWD Manual and amendments thereof if any. Further check measurements and bill processing shall be done by MCC-PGIOSR Engineering wing or Officer appointed by MCC for the purpose. For Turnkey works, tender conditions, drawings, specification. Scope of works etc. should be considered.

### **37. COVERING UP:**

- 37.1 The Contractor shall give at least 24 hours clear notice in writing to the Engineer-in-Charge before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice he shall, at his own expense, uncover such Work as required to allow the inspection to be taken and thereafter shall reinstate the Work to the satisfaction of the Engineer-in-Charge. Each stage of all hidden works shall be approved by the Engineer-in charge before executing the next stage.

**38. RECTIFICATION OF IMPROPER WORK NOTICED:**

- 38.1 If it shall appear to the Engineer-in-Charge during the progress of the Work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Performance Security Deposit any sums that may be due at any time thereafter to the Contractor or from his performance guarantee.

**39. CHANGE ORDERS (APPROVAL FOR VARIATIONS):**

- 39.1 Employer reserves the right to alter the Scope of Work (See Clause 10 and 30) and consequently the Contract Price shall be suitably adjusted for such changes by applying the approved rates. All change orders shall be issued by the Engineer-in-Charge/ Director and the onus shall be on the Contractor to obtain such prior written consent of the Engineer-in-Charge.
- 39.2 There shall be an order in writing to execute the extra item of work duly signed by the Agreement Authority before its commencement.
- 39.3 If the contractor finds, after examining the specifications and plans that extras are involved, he should give notice to the Engineer-in charge to this effect and shall proceed with the execution of the extra item only after receiving instructions in writing from Engineer-in charge and Agreement Authority.
- 39.4 Extra items may be classified as new, additional, substituted or altered items, depending, on their relation or otherwise to the original item or items of work.
- 39.5 The rates for extra items shall be worked out as below
- 39.5.1 In the case of extra items whether additional, altered or substituted, for which similar items exists in the contract, the rates shall be derived from the

original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate of the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items. The Engineer's interpretation as to what is a similar class of work shall be final and binding on the Contractor.

- 39.5.2 In the case of extra items whether additional, altered or substituted and for which similar items do not exist in the contract and rates exists in the prevailing departmental data rate, the rates shall be arrived at on the basis of the departmental data rate current at on the time of ordering the extra item, after applying the tender deduction except on cost of departmental material. Tender excess, if any, will not be applied.
- 39.5.3 In the case of extra items whether additional, altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates the rates for such part or parts of items which are not covered in the schedule of rates shall be determined by the Engineer-in charge on the basis of the prevailing market rates (if available in the LMR published by the Department the same shall be taken) giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit, overheads and other allowed charges if any. This shall be added on to the departmental rate (including contractor's profit, overheads and allowed other allowed charges if any) current at the time of ordering or executing the extra item, whichever is earlier for the other part the item for which rates can be derived from the schedule of rates, after applying the tender deduction except on cost of departmental material and market rate items. Tender excess, if any, will not be applied
- 39.5.4 In the case of extra item whether altered or substituted, for with the rates cannot be derived either from- similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carry out the said extra item of work communicate to the Engineer-in charge the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the Consultant/MCC shall within one month thereafter determine the rate on the basis of the market rate(if available in the LMR published by the PWD the same shall be taken) giving consideration to the rate claimed by the contractor, after applying the tender deduction except on cost of departmental material and market rate items. Tender excess, if any, will not be applied.
- 39.5.5 In all the above cases, the approved rates for extra, additional, altered or substituted items shall not exceed the rate which is arrived on the basis of the prevailing local market rates of the PWD (published as per Government guidelines) at the time of ordering or executing the extra item whichever is earlier.
- 39.5.6 Wherever the term "Departmental data rate" appears, it shall mean the rate derived from the prevailing Departmental schedule of rate and data and shall include conveyance charges and contractor's profit.

39.5.7 Wherever, the term “tender excess or tender deduction” appears, it shall mean the overall percentage variation of estimated PAC and agreed PAC of the original contract.

39.6 In cases in which the contractor has executed extra items not contemplated in the agreement but the rates of which require sanctioning of higher authorities the Division Officer may in such case, sanction advance up to an amount not exceeding 75 percent of the amount for the items at the rate worked out and certified by the Engineer in charge. The Assistant Engineer shall in all such cases promptly record all authorized extra items executed by the contractor including detailed measurements and quantities thereof in the Measurement Book. He shall neither enter any rate for the same in the Measurement Book nor include such extra items in the body of the bill. When the bill is received in the Sub Division, the sub Division Officer shall prepare a separate statement for those extra items showing the items executed, quantity of each items rate for each item worked out by him based on agreement, conditions and amount for each item on the basis of the rate worked out by him, He shall also furnish a certificate to the effect that he has personally examined all the extra items and they are bonafide the amount payable for these items will not be less than ₹ ..... (amount to be specified) and that there is no objection in paying 75 per cent of this amount as a secured advance. On receipt of the bill with the above statement and certificate the Division Officer may make payment not exceeding the amount recommended by the sub Division Officer as a lump sum secured for extra items of works done but not billed for.

#### **40. PRICE ADJUSTMENT:**

40.1 This clause is not applicable

#### **41. DEDUCTIONS FOR UNCORRECTED WORK:**

41.1 If the Engineer-in-Charge deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Engineer-in-Charge's decision in this respect shall be final and binding on the Contractor.

41.2 Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Engineer-in-Charge, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Engineer-in-Charge may employ and pay other persons or agencies to carry out such work or repair as the Engineer-in-Charge may consider necessary. If the work or repair so done by other persons or agencies work which, in the opinion of the Engineer-in-Charge, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the Employer / Engineer-in-Charge in connection with

such work or repair shall be recovered from the Contractor and shall be deducted by the Employer / Engineer-in-Charge from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance Guarantee/Security Deposit.

- 41.3 The defective or uncorrected work of the Contractor at any stage (during or after completion of work) may adversely affect or damage the work of other Vendors. Contractor shall at his own cost immediately rectify, correct or replace both his defective work as well as the work of the other Vendors so damaged, within the time period stipulated by the Engineer-in-Charge, so as not to effect the progress and quality of other Vendor's work. In case the Contractor fails to do the necessary corrections to the satisfaction of Engineer-in-Charge or unduly delays the correction work, then the Engineer-in-Charge shall be at liberty to get the correction work done and if the correction work is not possible, then any extra work necessary to cover the defect or damage, done through same / any other Vendor at Contractor's cost.
- 41.4 Actual costs including any incidentals thereof incurred by the Engineer-in-Charge on such corrections / extra works shall be recovered from the payments or any amounts due to the Contractor.

#### **43. GUARANTEES:**

- 45.1. The Contractor understands and agrees that the Engineer-in-Charge is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that:-
- a. The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.
- 45.2 The Contractor represents, warrants and guarantees to Engineer, inter alias that:
- a. The execution of the Work shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
  - b. The Work shall comply with the Specifications, Drawings, and other Contract Documents and that quality standards as per the PWD Quality Control Manual shall be maintained.
  - c. The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the Work shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
  - d. The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.

- e. The Work performed for the Engineer-in-Charge shall be free from all liens, charges, and claims of whatsoever nature from any party other than the Engineer-in-Charge.
- 45.3 Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.
- 45.4 All guarantees required under the Contract shall be in the format approved by the Engineer-in-Charge and submitted to the Engineer-in-Charge by the Contractor when requesting certification of the final bill.

#### **46. DEFECTS LIABILITY:**

- 46.1 The Defect Liability Period shall be as mentioned in the contract data.
- 46.2 Maintenance by contractor during defects liability period: All defective items of work and defects noticed and brought to the attention of the Contractor by the Engineer in writing during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Engineer-in-Charge
- 46.3 Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period: The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Engineer-in-Charge, all defective items of work and defects arising, in the opinion of the Engineer-in-Charge, from materials, equipment, and/or workmanship not performing or being not in accordance with the Drawings or Specifications or the instructions of the Engineer-in-Charge or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Virtual Completion of the Work. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of like duration beginning upon the date the repaired or replaced item, material or matter is returned for use to the Engineer-in-Charge, provided that the aggregate guarantee period shall not exceed 24 months. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer-in-Charge /Agreement Authority from the Contractor and shall be recovered from the Performance Security Deposit held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor. Should the Performance Security Deposit held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the

Engineer-in-Charge, then the Contractor shall be legally bound to pay the balance amount due under the claim to the Engineer-in-Charge within one month of receiving notification to that effect from the Engineer-in-Charge. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Engineer-in-Charge shall be entitled to invoke the performance bond and the Contractor shall raise no objection in this regard. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part. No payment shall be made to the contractor on this account.

- 46.4 All the material whether Employer supplied or not shall be supplied by the Contractor at his own cost for undertaking any correction/rectification/ replacement of defective/damaged or uncorrected works.

#### **48. TAKING OVER OF THE WORK**

- 48.1 During carrying out the rectification, correction or replacement works as mentioned above the Contractor shall take all necessary precautions to safeguard the existing finishing and works of other Vendors against any damage. In case the works of other Vendors are damaged by the Contractor while undertaking the rectification / replacement work, the Contractor shall rectify / replace the works so damaged at his own cost to the satisfaction of the Engineer-in-Charge.
- 48.2 On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Engineer-in-Charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidentals thereof incurred by the Engineer-in-Charge shall be recovered from the Contractor's payments or from any amounts due to the Contractor.
- 48.4 Subject to clause 42 of this section, upon the issue of virtual completion certificate, the Engineer may take over the completed work for intended use. Such taking over of the works prior to completion of the Defects Liability Period by the Engineer shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period.
- 48.5 On removal of all the defects and handing over to the Assistant Engineer upon successful completion of the Defects Liability Period by the Contractor, the Engineer-in-Charge shall issue the Final Completion Certificate to the contractor and the Defects Liability Period shall deemed to be complete.

#### **49. FORCE MAJEURE:**

- 49.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- a. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

- b. Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

49.2 Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- a. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such force majeure condition.
- b. For delays arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to causes of Force Majeure and neither Employer nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- c. If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of the bid he will categorically specify them in the bid and state whether they have been taken into consideration in their bids.

49.3 The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

## **51. GOVERNING LAW:**

51.1 The governing Law of the Contract shall be Indian law.

## **52. STANDARDS OF CONDUCT:**

52.1 The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Employer/Engineer-in-Charge. The Employer / Engineer-in-Charge will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

52.2 Compliance with Laws, Rules and Regulations: Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:

- a. It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building/road constructions, environmental, safety of persons and property, Employee State Insurance, workmen

compensation, Provident Fund and applicable industrial/labour laws, and land development laws, rules and regulations.

- b. No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- c. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- d. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Employer other than in accordance with the Employer's applicable policies; and
- e. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Engineer-in-Charge or the negotiation of this Contract.
- f. It will also comply with all rules and regulations of the Employer which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Engineer-in-Charge, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

### 52.3 Salient Features of Some Major Labour Laws (Applicable to the establishments engaged in construction work)

- 52.3.1 Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- 52.3.2 Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- 52.3.3 Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @10% or 8.33%. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death, as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- 52.3.4 Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- 52.3.5 Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour

and in case the Contractor fails to provide, the same are required to be provided, by the Employer by Law. The Contractor is required to take license from the designated Officer. The Act is applicable to the establishments of the Contractor for the Employer if they employ 20 or more contract labour.

- 52.3.6 Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Bridges, Runways etc. are scheduled employments.
- 52.3.7 Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- 52.3.8 Payment of Bonus: Minimum bonus shall be paid as per the State Government rules prevailing during the time of work.
- 52.3.10 Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment

### **53. CHANGES IN CONTRACTOR'S CONSTITUTION:**

- 54.1 Where the contractor is a Partnership, prior approval in writing shall be obtained from the Engineer-in-Charge before any change is made in the Constitution of the partnership.
- 54.2 Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Agreement authority shall likewise be obtained before Contractor enters into any partnership agreement in which the partnership would have the right to carry out the work previously to be undertaken by the Contractor.
- 54.3 If such written prior approval is not obtained by the Contractor, appropriate action shall be taken by the Agreement authority as per the contract terms and conditions.

### **54. GROUNDS FOR WITHHOLDING PAYMENTS:**

- 55.1 The Engineer-in-Charge may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Employer from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

### **CONTRACTOR'S SITE ORGANIZATION AND RESOURCES**

#### **55. CONTRACTOR'S REPRESENTATIVE AND SUPERVISORY STAFF:**

- 56.1 The Contractor shall at his cost provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by a team of qualified, experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Engineer-in-Charge for the entire duration of the Work. The Contractor shall submit his proposed site organization chart for the approval of the

Engineer-in-Charge. The Contractor's Representative shall be on the Site at all times as the Work and the Work progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Field Engineers. The instructions and directions given in writing to the Contractor's Representative or to any of his assistants at the Site by the Engineer-in-Charge shall be deemed to have been given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Engineer-in-Charge before undertaking any Work where the Engineer-in-Charge's and/or Employer's direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Engineer-in-Charge, as the case may be. All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Work Co-ordination Services, and all key staff shall be subject to the approval of the Engineer-in-Charge. However such approval shall not relieve the Contractor of any of his Contractual obligations. No staff including the resident engineer and other technical supervisory staff shall be removed or transferred from the Work without the prior written permission of the Engineer-in-Charge. The Engineer-in-Charge shall, however, have the authority to order the removal from Site of any undesirable personnel. If key staff becomes unavailable for assignment to the Work or the Work Co-ordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Engineer-in-Charge to evaluate the impact on the Work. Prior to substitution or addition of any key staff, the Contractor shall obtain the Engineer-in-Charge's written consent as to the acceptability of replacements or additions to such personnel. The Contractor shall at all times be fully responsible for the acts, omissions, defaults and neglect of all of his representatives, agents, servants, workmen and suppliers and those of his Sub-Contractors.

#### **60. TELEPHONE / COMMUNICATION/OTHER SERVICES**

- 60.1 The contractor shall make his own arrangement for the telephones and communication at site with information to the Engineer-in-Charge.

#### **64. SAFETY EQUIPMENT & PERSONNEL:**

- 64.1 The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Work Management Team, Engineer, Engineer's Representative, contractor's own staff and staff of his sub-contractors. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.

#### **65. PROTECTION OF ENVIRONMENT:**

66.1 The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Work. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Engineer in this regard.

**66. FIRST AID FACILITIES:**

67.1 The Contractor shall provide adequate first aid facilities at site.

**67. LABOUR REGULATIONS:**

68.1 The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act-1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Employer and Engineer-in-Charge from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called for in Clause 12. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid license for himself and the Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licenses until the completion of the Work.

68.2 Payment of wages: The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (State, District or other local Authorities). In case the contractor fails to pay fare wages as required by the authorities then the Employer/ Engineer-in-Charge shall be entitled to do so and

receives such amounts including associated cost incurred by them in doing so from the contractor.

68.3 Model Rules: The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.

68.4 Safety Codes: In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of Central Public Works Department and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Employer's Consultants, Employer's Representatives and Engineer-in-Charge's representatives or any member of the public or resulting in the death of any of these. Protective gear such as safety helmets, boots, belts, gloves, spectacles, nets, fire extinguishers etc. shall be provided by the Contractor at his own cost to all his manpower at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Work. The Employer, Engineer, and Engineer's Representative shall each have the right to stop any person not wearing such protective gear from working on the Site.

68.5 In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Contractor.

## **69. SAFETY/SITE CONDITIONS:**

69.1 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Work by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements. In order to fulfill this obligation the Contractor shall appoint a permanent, full time and suitably qualified safety officer for the Site, who shall be responsible for incorporation, implementation and enforcement of all safety measures and requirements for

maintaining safe working conditions, safety of manpower and equipment, general safety and security of Site as per the various safety codes and stipulations mentioned in contract documents. The Contractor shall provide Id-Cards (Identity Cards) to each of his worker with designated number & colour only of the card as directed by the Engineer-in-Charge.

- 69.2 The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Engineer. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above the Engineer-in-Charge will have the authority to get the same cleaned by an external agency and debit the expenses incurred on the same to the Contractor's account; but without being under any legal obligation to do so.
- 69.3 If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Work, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Employers Representative or the Engineer-in-Charge urgently necessary for the implementation of the safety programme of the Work by the Contractor and the Contractor is unable or unwilling at once to do such work, the Engineer-in-Charge shall be entitled to employ and pay other persons to carry out such work as the Engineer-in-Charge may consider necessary. If the work or repair so done by the Engineer-in-Charge is work which, in the opinion of the Engineer-in-Charge, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any of the Performance Security Deposit and any moneys due or to become due to the Contractor and the Engineer-in-Charge shall notify the Contractor accordingly, provided that the Engineer-in-Charge shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof. The Contractor shall ensure that all operations by the Contractor, his workmen, employees, Sub-Contractors to complete the Work and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:
- a) The convenience of the public, or
  - b) The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Employer/Engineer-in-Charge or of any other person.
  - c) The Employers /Engineer-in-Charge's operation and utilization of the facility at the Site; and
  - d) The Work of Vendors/other contractors.
- 69.4 If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall take necessary clearances from concerned departments and keep record of such material and forthwith give written notice to the Engineer-in-Charge and shall ensure that

the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

- 69.5 Additional Safety Regulations: The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Employers /Engineer's property from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Work. The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors and the Vendors performing the Work and later phases of the Work and shall comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall be responsible for coordinating a safe working programme with the Field Engineers. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

## **70. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:**

ed. In interpreting the specifications, the following order of decreasing importance shall be followed:

- i. Bill of Quantities
- ii. Technical Specifications
- iii. Drawing
- iv. CPWD /MoRTH/IRC Specifications
- v. Indian Standard Specification of BIS
- vi. WHO, NABH and SEIAA (Environmental Clearance)guidelines

- 70.1 Matters not contained in the specifications and in case of any ambiguities in written specifications of the contract, the works shall be executed as per relevant Bureau of Indian Standards codes, Central Public Works Department specifications, MoRTH specifications and IRC specifications in the above order of preference. If such codes have not been framed, the decision of the Engineer-in-charge shall be final. Any work indicated on the Drawings and not mentioned in the Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified. From time to time during the progress of the Work, the Contractor will be issued with revisions of Drawings and written instructions by the Engineer-in-Charge in connection with and necessary for the proper execution and completion of the Work. All such revisions of Drawings and written instructions shall be part of the Contract Documents and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such instructions.

- 70.2 It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do this, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the

70.3 Where work is being carried out in or around an operating plant / office or occupied building /premises and is liable to cause disturbance or interruption in working of the Plant / Office or inconvenience to the occupants of the premises, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Field Engineer so as not to cause any disturbance. Due to this the Contractor may be required to work during off-hours, Sundays and holidays. The Contractor shall not be entitled for any extra payment for doing work in the manner described above.

## **71. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:**

### **71.1 Employer Supplied Material:**

- a) The Employer will not supply any material unless otherwise specified in the contract. Sole responsibility rests with the contractor for procurement of all other materials required for completion of work within the stipulated time.
- b) Materials specified as to be issued by the Employer, if any, will be supplied to the Contractor by the Employer from his stores or the dealer or the dealer's warehouse or railway siding or from any other specified place.
- c) It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work and to keep the materials under safe custody at the site at his own cost. The materials shall be issued during working hours only.
- d) The Contractor shall bear all incidental charges for the storage and safe custody of materials as directed by the Engineer-in-Charge, at site after these have been issued to him.
- e) The materials shall be issued in standard sizes as obtained from the manufacturers.
- f) It shall be the duty of the contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by the contractor at his own cost, according to the directions of the Engineer-in-Charge.
- g) The Employer shall not be liable for delay in supply or non-supply of any materials, if any, which he has undertaken to supply where such failure or delay is due to natural calamities, transport and procurement difficulties and any circumstances beyond the control of the Employer. In no case, shall the Contractor be entitled to claim any compensation or loss suffered by him on this account.
- h) It shall be the responsibility of the Contractor to arrange in time all the materials required for the works. If, however, in the opinion of the Engineer-in-Charge / Employer, the execution of the work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge / Employer shall have the right, at his own discretion to arrange for issue of such materials from the

market or elsewhere and the Contractor will be bound to take such materials at the rate decided by the Employer. This however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such material in part or full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- i) The Contractor shall, if desired by the Engineer-in-Charge / Employer, be required to execute an indemnity bond in the prescribed form for safe custody and accounting of all materials issued by the Employer.
- j) The Contractor shall see that only the required quantities of materials are issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to a place as directed by the Engineer in charge.
- k) Materials supplied by the Employer, if any, shall not be used for any other purpose or work other than that issued for.

#### 71.2 Materials and workmanship:

- a) The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of drawings and correspondence and the duties and responsibilities of staff members.
- b) All materials and equipment to be incorporated in the Work shall be new unless there is specific provision in the contract for reusing old good quality material. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, and to the complete satisfaction of the Engineer-in-Charge. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of the Engineer-in-Charge, are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, required and approved materials, equipment and/or workmanship, all at his own cost within a period of seven (7) days from the date of issuance of such notice.
- c) The Contractor shall, whenever required to do so by the Engineer-in-Charge, immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

#### 71.3 Special makes or brands:

- a) Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided that Engineer-in-Charge considers the substituted materials as being equivalent to the brand specified, and prior approval for the use of such substituted materials is obtained in writing from the Engineer-in-Charge.

- b) Unless substitutions are approved by the Engineer-in-Charge in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted, the Contractor shall indicate and submit written evidence of those materials or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing will be deemed sufficient cause for denial of any request for an extension of time and /or additional cost because of such circumstances.
- c) Alternative equivalent brands if suggested by the Contractor during construction may be considered if approved brand is not available in market, provided the suggested brand fully meets the requirements and is acceptable to the Engineer-in-Charge.

71.4 Contractor shall be responsible for providing, at his own cost, proper and adequate security for all the materials and equipment stored at the Site so as to prevent any theft, pilferage etc., and the Contractor shall be responsible and liable for all the matters in connection with such security or the lack thereof. Where, after permission has been sought and obtained from the Engineer-in-Charge, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the Engineer-in-Charge. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the Contractor and shall be borne by him. Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the Contractor shall not be entitled to any extension of time or increase in the Contract Price. Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard Specifications. Reinforcement bars shall be stored diameter-wise over raised sleepers and protected from rain in suitable manner as approved by the Engineer-in-Charge. Similarly, structural steel sections shall also be stored in the yard in a proper orderly manner.

71.6 Certificates: The Contractor shall furnish, at his own cost, test certificates, 5calibration certificates for the various materials and equipment as called for by the Engineer-in-Charge. Such test certificates should be for the particular consignment/lot/piece as decided by the Engineer-in-Charge. The details in respect of the test and calibration certificates shall be as decided by the Engineer-in-Charge for the relevant items.

## **72. PROTECTIONS OF WORKS:**

72.1 The Contractor shall take full responsibility for the proper care and protection of the Work from commencement of work until completion and handing over of the Work to the Assistant Engineer at no additional cost. The Contractor shall protect and preserve the Work in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the Engineer. This protection shall be provided for all property on the Site as well as

adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Engineer-in-Charge, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Engineer, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by him.

- 72.2 The Contractor shall in connection with the Work provide and maintain at his own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the Engineer-in-Charge.
- 72.3 All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer & Engineer in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

### **73. CLEANING OF WORKS AND CLEARING OF SITE:**

- 73.1 The Contractor shall maintain the Site, adjoining areas within 20 meters all around site and all Work thereon in neat, clean and tidy-conditions at all times. The Contractor shall remove all rubbish and debris from the Site and adjoining areas on daily basis and as directed by the Field Engineer. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.
- 73.2 Just prior to the Virtual Completion of the Work, or whenever so directed by the Engineer, the Contractor shall carry out all the work necessary to ensure that the Site & 20 meter area all around site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labeled and handed to the Director/Engineer so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Engineer-in-Charge.
- 73.3 Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site and 20 meter area all around site as directed and required, then the Engineer-in-Charge, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the

Employer / Engineer-in-Charge from any money that may be payable or that may become payable to the Contractor.

#### **74.SETTLEMENT OF DISPUTES**

- 74.1 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 purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.



## **Part IV- GENERAL CONDITIONS**

### **1. GENERAL CONDITIONS:**

- 1.1 The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

### **2. QUALITY ASSURANCE AND QUALITY CONTROL:**

- 5.1 The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of qualified and experienced Engineers and technical personnel to enforce quality control on all items of the Work at all stages. Generally the following are to be noted regarding the quality control of the works in this contract.
- 5.3 The intending bidders are expected to familiarize with the contents of QC manual before participating in the bid.
- 5.4 The contractor shall extend full cooperation to the Director/Engineer officers of quality control wing or personnel to authorize for taking samples, curing and keeping them in safe custody whenever required. The contractor shall issue proper acknowledgement for samples so kept in his safe custody.
- 5.7 The contractor is responsible for ensuring quality of each item of work in this contract.
- 5.9 The Contractor is bound to carry out rectification works at his own cost, if results obtained during quality control tests either in the first-tier or second-tier do not comply with the standards. He shall also carry out rectification works, if any pointed out during technical audit done after completion of work.
- 5.13 The decision of the Engineer-in-charge regarding compliance of test results and rectification works to be done shall be final and binding on the contractor.
- 5.14 Payment for works which are to be re-done or rectified will be made only after the Engineer-in charge, after inspection, certifies in writing that the rectifications have been done satisfactorily and the results of the tests conducted after the rectification comply with the specified values.
- 5.15 Third party testing shall be done in an independent approved laboratory, if there is dispute due to difference in the test results of first-tier and second-tier testing or if any manipulated results are suspected. In case, certain specific tests cannot be carried out with the facilities available in the Contractor's site laboratory or the PWD laboratories, third party testing shall be resorted to.
- 5.16 Engineer in charge shall decide whether third party testing is required to settle a dispute. His decision will be final and binding on the Contractor.

### **6. DRILLING, CUTTING ETC.:**

- 6.1 All cutting and drilling of walls or other elements of the building or structure for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall be permitted with the written approval of Agreement authority. No structural member shall be cut or chased without the written permission of the Engineer-in-

Charge. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Engineer-in-Charge. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

- 6.2 Horizontal cutting of walls or other supporting structural elements for laying pipe conduits, water supply lines etc., shall be avoided as far as possible. Conduits shall be laid through lintels or slabs or similar elements without affecting the structural safety. The conduits shall be connected to the required locations through vertical cuts in the walls or the supporting elements.

## **10. PRICE ADJUSTMENT**

- 10.1 No price adjustments shall be allowed.

## **11. PROTECTION / PRESERVATION OF TREES:**

- 11.1 Contractor shall take all measures necessary to ensure the protection and preservation of existing trees within / outside the boundary of the site. Contractor shall be responsible of any damage / casualty to the trees happening as a result of his working at site and for any action, claim, penalty or expenses imposed by the forest / any other department. No claim / payment shall be payable to the contractor on this account.

## **12. SUB-CONTRACTING:**

- 12.1 No subcontracting shall be done without prior written approval of Agreement Authority.

## **13. SPECIALISED WORKS TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS:**

- 13.1 Technically competent persons or firms holding valid licenses obtained from competent local authority/ proven experience record shall only carry out any special works and service installations included in the scope of the Work. The list of such special works is available in the Government order No. GO(Ms) No-65/2015/PWD dated 24-7-2015.

## **14. CONTRACTOR'S TEMPORARY WORKS DESIGN:**

- 14.1 The Contractor shall, prior to commencing the construction of any temporary Works like earth protection works for deep excavations, temporary platforms/formworks for heavy concreting etc., submit a certificate to the Engineer signed by him certifying that the temporary Works have been properly and safely designed and checked to carry the intended load without failure and that the Contractor has checked the effect of the Temporary Works on the Permanent Works and has found this to be satisfactory. The Employer and the Engineer shall not be responsible for any failure of such temporary structures and the Contractor is bound to take care of all expenses related to such failures, its rectification and subsequent remedial measures if any at no extra cost.

**15. DEDUCTION TOWARDS THE COST OF BITUMEN IF SUPPLIED BY THE EMPLOYER:**

15.1 The cost of bitumen will be recovered at the rate specified in contract data which is excluding cost of empty drum and empty drum of bitumen used on the work should be returned in good condition. If empty drum is not returned in good condition, the value of empty tar drum will be recovered at the rates specified in contract data as per rules. Also the rate for recovery of excess Bitumen used if any shall be double the issue rate or market rate whichever is more.

**17. CONTRACTORS EQUIPMENTS AT SITE:**

17.1 The contractor shall own/hire/deploy the required tools and plants as specified in the Contract data for the satisfactory execution of the work.

**18. SPECIAL CONDITIONS FOR KVAT AS PER THE KERALA FINANCE ACT 2008:**

18.1 In case of Civil works awarded by Government of Kerala deduction towards KVAT at the prevailing rates(as provided in the Contract Data) will be done on the gross amount of bill payable for the bidders every time. The VAT amount will be retained by the Engineer-in charge when the bill for the work is passed for payment and the amount so retained shall be credited to the sales Tax Department. Necessary certificates in this regard shall be issued to the Contractor in due course.

**19. SPECIAL CONDITION TOWARDS CONTRIBUTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD:**

19.1 Deduction towards the Kerala Construction Workers Welfare Fund Board contribution will be made at the prevailing rate 7(as provided in the Contract Data) from any bill amount which includes cost of departmental materials and hire charges of departmental tools and plants. This amount shall be remitted to K.C.W.W.F. by the Engineer-in charge within 15 days of the payment to the Bidder. Necessary certificates in this regard shall be issued to the Contractor in due course.

## **21. Modified Clauses**

### **21.1 Clause 3.3.5 of ITB stands modified as under**

The rate quoted by the bidder shall include all taxes duties and Construction Workers Welfare Fund Contribution etc except the GST (Goods and Services Tax) and the Government will not entertain any claim whatsoever in respect of the same. However, in respect of GST, wherever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the applicable GST rate at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

### **21.2 Clause 4.3 of ITB stands modified by adding a new sub-clause 4.3.12 as under**

4.3.12 Self attested Copy of the bidder's valid GST registration certificate issued by Government of India as per clause 1.3.7.

### **21.3 Clause 4.4 of ITB stands modified by adding a new sub-clause 4.4.1.9 as under**

4.4.1.9 Self attested Copy of the bidder's valid GST registration certificate issued by Government of India as per clause 1.3.7

### **26. Clause 5.5.1 of Instruction to Bidders stands modified as under**

For tender evaluation purpose, the bidder who has quoted the lowest total amount shall be considered as L1. If required, the Tender Inviting Authority may resort to negotiation with the L1 Bidder only, to explore the possibility of bringing down the high quoted rate items if any to an acceptable level. For this purpose, the high quoted rates are those for which the quoted rates are more than the current schedule of rates.

### **21.4 Clause 4.1 of GCC stands modified as under**

The Contract shall be an item rate Contract wherein the item rates are for the finished work as per the Contract Documents. The estimated cost is tentative based on the estimated quantities and is liable to change during execution as per the actual quantities executed and approved by the Engineer-in charge. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the BOQ rates. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, formwork, scaffolding, works under this contract and all applicable taxes, duties, octroi, levies, royalties, fees, insurance premiums, contributions toward employees benefits including Employee State Insurance and Provident Funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include expenses for the Contractor's site establishment, infrastructure, overheads & profits, establishing site laboratories (for works costing more than Rs. 2 Crores), first tier quality control tests, expenses for all rectifications including that necessitated as a result of bad quality and all other charges required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and according to the best engineering and construction practices and to the satisfaction of the Engineer-in-charge. Goods & Services tax (GST),

wherever legally applicable, shall be paid by the contractor to the concerned Authorities and the Employer shall pay the applicable GST to the Contractor at the time of settlement of bills for the works done as per this contract.

21.5 Clause 10.1 of General Conditions Contract stands modified as under

The Employer/Engineer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The following are defined for the purpose of this clause

22. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Engineer.

23. Special Conditions for GST deduction as TDS

32. As per the modified clause 18.1 of Instructions to Bidders, the rate quoted by the bidder shall include all taxes duties and Construction Workers Welfare Fund Contribution etc except the GST (Goods and Services Tax) and the Government will not entertain any claim whatsoever in respect of the same. Goods & Services Tax (GST), wherever legally applicable, shall be paid by the Contractor to the concerned Authorities and the Employer shall pay the applicable GST to the Contractor at the time of settlement of bills for the works done as per this contract. However, out of the total GST amount to be paid to the Contractor at the time of settlement of bills, an amount at the rate specified in the contract data shall be deducted as TDS and deposited at the Central Tax Department by the Employer. The Contractor shall be paid the balance amount of GST at the time of settlement of the Bills. The Employer shall give necessary certificates to the Contractor in this regard.

24. Clause 5 of the ITB stands modified as under by adding additional clause 5.6 as under

5.6. Price preference

Price preference is applicable for this works only for approved Labour Contract Societies depending upon the clause of registration, will be eligible for a price preference up to @10% over the quoted amount of the lowest bidder in the matter of deciding the successful lowest evaluated bidder.

25. Clause 78 of GCC stands modified as under by adding additional clause as 78.4 as under

78.4. The ITB clauses 4.4 and 4.5 in the approved SBD stands deleted.

- There is no need to submit any hard copies related to this bid to the office of tender inviting authority.
- The condition that the preliminary agreement needs to be prepared in stamp paper worth ₹200 is also removed. Instead, the preliminary agreement needs to be prepared in a plain paper and a scanned copy of the preliminary agreement duly filled and signed by the bidder needs only to be uploaded in the e-tenders portal while submitting the bid.
- The condition that the affidavit needs to be prepared in stamp paper and to be notarized is also removed. Instead, the affidavit needs to be prepared in a plain

paper and a scanned copy of the affidavit duly filled and signed by the bidder needs only to be uploaded in the e-tenders portal while submitting the bid.

**26. Special conditions specific to the work:-**

- 26.1 List of quality tests as listed out in contract data is an indicative one and additional tests as directed by the Engineer-in-Charge shall be conducted as per the stipulations of Kerala PWD Quality Control Manual.
- 26.2 The conditions of G.O(MS) No. 60/2020/PWD dated 4/8/2020 is applicable.
- 26.3 The firm as bidder has to submit the partnership deed for participating the tender
- 26.4 G.O(MS) No. 6/2022/PWD TVM dt. 19.02.2022 is applicable to this tender.
- 26.5 The approved Labour contract societies, depending upon the class of registration, participating in the tenders floated by government will be eligible for a price preference upto @ 10% over the quoted amount of the lowest bidder in the matter of deciding the successful lowest bidder.
- 26.6 As per GO(P) No.1/2021/fin dated Thiruvananthapuram 3/1/2021 exemption regarding Earnest Money Deposit/Security Deposit/Performance Guarantee granted to MSMEs for civil is not applicable to Civil/Electrical/Infrastructure & Electronics contracts GO(P) No.32/2022/fin dated 15.03.2022 is applicable for relaxation in performance guarantee.
- 26.7 G.O(Rt) No. 552/2020/PWD dated 23.06.2020, G.O(Ms) No. 58/2019/PWD dated 20.12.2019 Clause 10.1 (General conditions) stands modified as per G.O(Rt) No. 2997/2019/Fin dated 11.04.2019 since percentage rate is adopted in composite tender.
- 26.8 Clause 18.1 (special conditions) stands modified as per Govt. Circular No. 18/2019/Fin. & 90/2017/Fin dated 01.03.2019 & 14.12.2017 respectively on implementation of GST instead of KVAT.
- 26.9 All the relevant Indian Standard Specifications are applicable.
- 26.10 The Electrical/HVAC & Electronics contractor should carry out in his own expense, any test as asked in for to assure the quality.
- 26.11 The Electrical/HVAC & Electronics Contractor shall prepare and provide a complete set of dimensioned drawing of the electrical/HVAC & Electronics fixture schematics drawing earthing diagram/routing of cables & wires/Duct drawing/AC duct drawing/ any other drawing asked in for.
- 26.12 The General Specification and condition in KPWD manual and CPWD is applicable to the works as otherwise specified. The time of completion is including obtaining NOC from Electrical Inspectorate/KSEBL/Fire Department/Local Body as required and will be the same as that of civil works.
- 26.13 Guarantee for the work is the same as that of civil works and the contractor shall carry all the services, replacement etc. as required during the entire guarantee period. Servicing of lift shall be done once in a months and A/C once in 3 months. As the equipment are very essential and important, the breakdowns/complaints are to be attended immediately within 1-2 hrs (in the day time should be attended by the residential engineer within 30 minutes) on intimation from Malabar Cancer Centre. The complaints should be rectified within 2-5 hrs if it is not rectified within specified time alternative arrangements should be done within 24hrs for running the system as MGPS is critical inevitable system. The contractor should ensure that the entire

system is in perfect working condition during the entire guarantee period. Guarantee for the work is the same as that of civil works and the contractor shall carry all the services, replacement etc. as required during the entire guarantee period.. The contractor should ensure that the entire system is in perfect working condition during the entire guarantee period. The work shall be commenced as per accepted schedule of works. The chosen/Electrical HVAC & Electronics contractor will be responsible for the quality of materials and workmanship. He shall produce a sample materials to be used and get approval from competent Engineer in charge of the electrical wing. The Electrical HVAC & Electronics contractor must be able to work on concrete wall as and when required and in complete co-ordination with civil works.

## 27.ADDITIONAL CONDITIONS

Clause 4.1 stands modified as follows: (Generalconditionsofcontract&ndash;Part2).1.Clause4.1 stands modifiedas follows: (Generalconditionsofcontract&ndash;Part2).The Contract shall be a percentage rate Contract wherein the item rates are for the finished work as per the Contract Documents. The estimated cost is tentative based on the estimated quantities and is liable to change during execution as per the actual quantities executed and approved by the Engineer in charge. The Contractor understands and agrees that the amount payable is assessed on are measurable basis in accordance with the BoQ rates. The Contract Price shall include payment for the supply of all labour (including payment to his Sub Contractors), equipment, materials, plant andmachinery, tools, transportation, formwork, scaffolding, works under this contract and all applicable taxes including the Work Contract Tax (WCT), duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including Employee State Insurance and Provident Funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include Contractor's establishment, infrastructure, overheads & profits, establishing site laboratories, firsttier quality control tests all rectifications including that necessitated during Technical Audit and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Workunder the Contract, in conformity with Contract Document according to the best engineering and construction practices and to the satisfaction of the Engineer in charge. Service tax, wherever legally applicable, shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Employer on production of receipts/ vouchers and after satisfying that it has been actually and genuinely paid by the contractor.

### Part V- CONTRACT DATA

Sl.No	Item	Clause reference	Data
1.	Identification No./File of the Contract	NIT	No: :MCC/281/2021-SUP-BM
2.	Name of Work	NIT	Rate contract for CAMC for medical gas pipe line system in Main block and Pediatric block
3.	Employer	GCC-1.1	Director, Malabar Cancer Centre, Thalassery
4.	Tender Inviting Authority	GCC- 1.2	Director, Malabar Cancer Centre, Thalassery
5.	Name of Division		NA
6.	Name of Sub- Division and Section		NA
7.	Estimated Probable Amount of contract(for entire period)		5000000.00
8.	Source of Fund		Plan fund
9.	Location of Work	NIT	Thalassery, Kannur
10.	Type of Work (brief description about the nature of work)	NIT	CAMC of medical gas pipe line systems in main block and pediatric block
11.	Contract Periods (in months)		60months
12.	Work Milestones	GCC-15, 43, 76	Shall be submitted by the Contractor
13.	Class/Registration of Bidder	NIT, ITB-13.1,	As per eligibility condition
14.	Pre-bid meeting date , venue and time	ITB-2.2.3	NA
15.	Bid submission start date	NIT	16-06-2025
16.	Last date and time for bid submission	NIT	30-06-2025

17.	Bid submission fee	ITB-3.7	Rs.2000/- Excl Tax															
18.	Bid Security (EMD)	ITB-3.6	Rs.25000/- ( <b>Rupees Twenty five thousand only</b> )															
19.	Performance Guarantee (security deposit)	ITB-7	<b>5% of the fifth year Contract Amount quoted</b> by way of Fixed Deposit receipt of a scheduled bank or a Nationalized Bank pledged in favour of The Director, Malabar Cancer Centre, Thalassery and shall remain effective till 28 days from the date of the end of defect liability period/contract completion day.															
20.	Performance Security Deposit (Retention Money)	ITB-7	NA															
21.	Insurance requirements are	GCC -12	<p>a. The Contractor shall obtain insurance cover for a minimum of ₹.....* per occurrence.</p> <p>b. The insurance cover shall be taken initially for a minimum of four occurrences, which shall be revised whenever an event involving Contractor's liability and Plant and Materials for payment arises, and additional insurances shall be taken so as to cover minimum four occurrences always.</p> <p>c. 0.2% of the Contract Amount shall be deducted in the event of failure to obtain the insurance by the contractor within 15 days of Start Date</p> <p>[* The value shall be generally 0.5% of the Contract Value subject to a minimum of ₹2.00 lakh and maximum of ₹5.00 lakh]</p>															
22.	First Tier Quality control test/ Minimum tests to be conducted	GCC 35.5	<p>&lt;provide the list of minimum quality control tests as per PWD quality Manual&gt;</p> <table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td>3</td><td>Fine Aggregates</td><td>Bulking Factor</td></tr><tr><td>4</td><td>Fine Aggregates</td><td>Bulk Density</td></tr></table>										3	Fine Aggregates	Bulking Factor	4	Fine Aggregates	Bulk Density
3	Fine Aggregates	Bulking Factor																
4	Fine Aggregates	Bulk Density																

			5	Fine Aggregates	Deleterious constituents
			6	Fine Aggregates	Fineness Modulus
			7	Fine Aggregates	Gradation
			8	Fine Aggregates	Sieve Analysis
			9	Fine Aggregates	Silt and Clay Content
			10	Fine Aggregates	Specific gravity
			11	Concrete	Compression test on Cement Concrete cubes
			12	Concrete	Mix design
			13	Concrete	Slump test
			14	Reinforcing steel	Bend and Rebend test
			15	Reinforcing steel	Percentage Elongation
			16	Reinforcing steel	Tensile Strength
			17	Cement blocks	Block Density
			18	Cement Blocks	Compressive strength
			19	Cement Blocks	Water Absorption
			20	Cement Blocks	Compressive strength
	Compression test on Cement Concrete cubes	Contractor should perform quality control test for all materials. Contractor is bound to do all the necessary quality test directed by the Engineer -in -charge as per the Kerala PWD Quality Control Manual 2015.			
	Concrete Mix design	Contractor should perform quality control test for all materials. Contractor is bound to do all the necessary quality test directed by the Engineer - in -charge as per the Kerala PWD Quality Control Manual 2015.			
	Reinforcing steel- Tensile strength	Contractor should perform quality control test for all materials contractor is bound to do the entire necessary quality test directed by the Engineer -in -charge as per the Kerala PWD Quality Control Manual 2015.			
23.	Defects Liability Period	GCC-46	28 days after the entit contract period		
24.		GCC-40			

25.	Liquidated damages	GCC-15	Under the scope of contract agency
26.	Work items for which Guaranties required	GCC-45	
27.	Limit of subcontracting	SCC-12	
28.	Maximum extent of change in quantity	GCC-10	
29.	Contractors Equipments and Tools and Plants	SCC-17	<provide the list of tools and plants required>
30.	Whether mobilization advance applicable	SCC-20.1	No
31.	Whether secured advance applicable	SCC- 20.2	No
32.	Deduction/addition towards GST	SCC-18	NA
33.	Deduction towards KCWWF	SCC-19	NA
34.	Recovery rate for excess bitumen	SCC-15	NA
35.	Recovery rate for not returning empty drum in good condition	SCC-15	NA

***Note: Any conditions or data mentioned in the tender documents contradicted to any other conditions, the details mentioned in the Contract data shall be final unless otherwise specified.***

## **Part VI- TECHNICAL SPECIFICATIONS**

### **1. GENERAL**

- 1.1 For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, up to the date of opening of tenders.
- 1.3 In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on standards prescribed by ASTM, BS, DIN, AASHTO and similar organizations or acceptable sound engineering practice and local usage shall be final and binding on the contractor. However, in the event of any discrepancy in the description of any item as given in the bill of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD/MoRTH or other specifications mentioned above, or in drawings the former shall prevail.
- 1.4 The work shall be carried out in accordance with the design and drawings furnished by the Contracting agency after vetting from the competent authority and the approval of Malabar Cancer Centre. The drawings shall have to be properly correlated before executing the work. In case of any discrepancy noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, by the relevant clause in PWD Quality Control Manual, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.
- 1.5 All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not produced), the materials used shall conform to relevant I.S. Code or CPWD/MoRTH specifications, as applicable in this contract.
- 1.17 The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.
- 1.18 There could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.
- 1.21 The Contractor will have to take prior approval of the Engineer-in charge for the Make of materials before procurement of the same. It may also be noted that if any of the makes does not comply with Standards, it will not be allowed for use. No claim what so ever shall be entertained on this account.
- 1.22 Tests :- All materials and methods of tests shall conform to the latest rules, regulation and/or specifications as per the provisions laid out in the PWD Quality Control Manual and PWD Quality Control Laboratory Manual. The Engineer-in charge will have the option to have any of the materials tested and if the test results

show that the materials do not conform to the specifications, such materials shall be rejected. The expenses to carry out tests as per frequency and procedure detailed in the PWD Quality Control Manual and PWD Quality Control Laboratory Manual will be deemed to be included in the Rates quoted.

- 1.30 Mode of Measurements:- All measurements will be taken in accordance with CPWD specification & Kerala PWD manual.
- 1.31 The rates tendered by a Bidder for the work shall include the cost of:
  - a) All labour and supervision thereof, all materials, tools repairing and maintenance, and labour cost etc.
  - 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 Malabar Cancer Centre Officers may at any time consider desirable
  - c) 1.32 The Bidder should state whether he has all the plant necessary for execution of the work. If the opinion of the Engineer-in charge, Bidder's own plant is neither sufficient nor suitable for the proper execution of the work, the Malabar Cancer Centre may supply other available plant and recover hire charges for the same. The decision of the Engineer-in charge in the matter shall be final and binding on the Contractor.
- 1.34 The Contractor shall bear the running expenses inclusive of pay of the Malabar Cancer Centre 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.
- 1.35 All materials and plant that are to be made over to the Bidder by the Malabar Cancer Centre shall be handed over to him at the Engineers Office Store/yard 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.
- 1.36 The Bidder shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Malabar Cancer Centre for use on the work and bear any loss from 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 Engineer-in charge in the matter shall be final binding on the Contractor.
- 1.38 Any materials brought to the site of work, or any work done by the Contractor but rejected by the Engineer-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 Contractor, as may be ordered by the Engineer-in-charge.
- 1.40 In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted bid and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Engineer-in charge.

## Part VII- FORMS and DECLARATIONS

### 1. FORM OF TENDER

Name of Work: .....

To

The Director,

Malabar Cancer Center

Thalassery

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification \_\_\_\_\_ date.....and specifications and conditions of contract in the bidding document.
2. Copy of the electronically signed specifications signed is also enclosed.
3. I/We further agree to complete the whole work in..... weeks/months from date of receipt of order to start work, and / or in the case of piece-works, maintain the minimum rate or progress specified in the Tender Schedule.
4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
5. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance.....days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to MCC-PGIOSR, Thalassery.
6. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

A sum of Rs..... is hereby remitted online on the e-GP website as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to MCC, Thalassery.

OR

If after tender is accepted, I/We fail to execute the agreement as provided in clause \_\_\_\_ of tender notifications or to commence the execution of the work as provided in the conditions. I/We agree that the MCC, Thalassery shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the MCC-PGIOSR, Thalassery by the retender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Acc:

- I. Tender Schedule (submitted with Financial Bid) :
- II. Earnest Money Rs.....
- III. Signed copy of full tender/bid documents:
- IV. Signed copy of drawings :

Nationality:

Signature

Full Name of Bidder:

Place of Residence:

## PRELIMINARY AGREEMENT FORMAT

### 2. PRELIMINARY AGREEMENT

(~~To be executed on stamp per ₹200/-~~)

Preliminary agreement entered into on this ..... day of .....(month) Two Thousand and twenty Five (year) between the Director, Malabar Cancer Centre, Thalassery(hereinafter called the Employer) of the one part and

.....  
.....  
.....

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

.....  
.....

..... WHEREAS the Employer invited tenders for the work of

..... (here enter name of the work)

by Notification No.....Dated.....in the

.....

I/We undersigned hereby offer to carry out the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money (Bid Security)` \_\_\_\_\_ /- (Rupees ..... only) [carrying no interest] by means of online payment in the e-GP website of Kerala in favour of **Director, Malabar Cancer Centre, Thalassery** and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause 3.6.6 and 7 of ITB of the bid document.

I/We further agree for the deduction of 2.5% from the 'Interim Payment/RA Bill' and up to a maximum of 2.5% of the contract value towards the 'Performance Security Deposit', which will be returned as per the relevant clauses in the agreement or as per the conditions regarding the performance guarantee in the special conditions in the tender document .

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills 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 contract or take possession of the work any loss to Malabar Cancer Centre due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Malabar Cancer Centre. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government or MCC-PGIOSR may decide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government or MCC may decide.

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

- 1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
- 2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work.....  
..... (hereinafter the name of the work) if awarded in favour of the me/us.)
- 3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Malabar Cancer Centre may rearrange the work otherwise or get it done departmentally (directly by Malabar Cancer Centre) at the risk and the cost of the Bidder and the loss so sustained by the Malabar Cancer Centre can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating

authority consisting of the officer or officers authorized by Malabar Cancer Centre in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

- 4) The Bidder further agrees that any amount found due to the Malabar Cancer Centre under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government/MCC may deem fit in this regard.
- 5) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Director, Malabar Cancer Centre, Thalassery in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.
- 6) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Kannur district jurisdiction only 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  
Name & Designation

Signature of EMPLOYER  
Name & Designation.

CONTRACTOR'S stamp

EMPLOYER's stamp.

In the presence of

In the presence of

1.  
2.

1.  
2.

### 3. Format for Integrity Pact

(Certificate to be furnished by the bidder with the tender document downloaded from e-GP Website)

#### CERTIFICATE

I/We ..... undertake that the tendersubmittedbyus is downloaded from e-GP Website (www.etenders.kereala.gov.in) and is same in content andform (verbatim), and any deviation, of detected, at any stage, would entitle the Employer to rejectour bidding/ offer without assigning any reason or recourse to any penal action and would belegally binding on us.

Signature ..... (of Bidder)

Seal .....

### 4. FORMAT FOR AFFIDAVIT

Non-Judicial Stamp Paper Worth ₹200/-

#### AFFIDAVIT

I/We,.....,bidder/Partner/  
Legal Attorney/Accredited Representative of M/s ..... solemnly  
declare that:

- 1) I/We are submitting Tender for the Work  
.....  
against Tender Notice No..... dated .....
- 2) None ofthePartnersofourfirmisrelativeofemployeeofMalabar Cancer Centre who is involved with the arrangement and execution of this work.
- 3) All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- 4) All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
- 5) I/we undertake to deploy all plant and machinery, tools and tackles, man and materials etc. as required for execution of the work.
- 6) I/We hereby declare that I/We have perused in detail and examined closely the Central Public Works Department Specifications, Revised Kerala PWD Manual-2012, Kerala PWD Quality Manual and Laboratory Manual; before I/We submit the tender/ bid and I/We agree to be bound by and comply with all such specifications and requirements.

- 7) If any information and document submitted is found to be false/incorrect at any time, Malabar Cancer Centre may cancel my/our Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money, revoking of Bank Guarantees and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Seal of Notary

Dated .....

### 5. Form of Performance Guarantee by Bank

- 1) This deed of Guarantee made on the day of ..... (month & year) between Bank of ..... (hereinafter called the " Bank ") represented by ..... (name of authorised signatory ) of the one part, and the ..... (tender inviting authority) (hereinafter called " the Employer ") represented by ..... (name) of the other part.
- 2) Whereas Employer has awarded the contract for ..... (Name of work as per Notice Inviting Tender) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the " Contractor ".
- 3) AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Guarantee for a total amount of ..... (Amount in figures and words).
- 4) Now we the Undersigned ..... (Name of the Bank and Branch) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ..... (Amount in figures and Words) as stated above.
- 5) After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works

under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

- 6) This Guarantee is valid till . . . . . (valid till 28(twenty-eight) days from the completion of contract period as per clause .of security deposit in this document).
- 7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
- 8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10) The expressions ☐the Employer☐, ☐the Bank☐ and ☐the Contractor☐ hereinbefore used shall include their respective successors and assigns.
- 11) Notwithstanding anything contained herein:
  - a) Our liability under this Bank Guarantee shall not exceed . . . . .  
(Rupees . . . . .)
  - b) This Bank Guarantee shall be valid up to . . . . .

IN WITNESS WHEREOF I/We of the bank have signed and sealed this guarantee on the . . . . .day of . . . . . (Month & year) being herewith duly authorized. For and on behalf of the . . . . . Bank.

Signature of Authorized Bank official  
Name : . . . . .  
Designation : . . . . .

Stamp/Seal of the Bank : . . . . .

Signed, sealed and delivered for and on behalf of the Bank by the above named . . . . .  
. . . . .in the presence of :

Witness 1  
Signature . . . . .  
Name . . . . .  
Address . . . . .

Witness 2.  
Signature . . . . .  
Name . . . . .  
Address . . . . .

## 6 REQUISITION FORM FOR E-PAYMENT

### REQUISITION FOR E-PAYMENT

[To be attached with tender form as per G.O (P) No.06/2012/PWD dated 10/01/2012]

Certified that I am having a Savings /Current Account in <Name of Bank> at <Name of Branch> with IFSC Code \_\_\_\_\_  
The Account Number is: \_\_\_\_\_

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder:

Place:

Date:

## 8. ARTICLES OF AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2025 between The Malabar Cancer Centre. herein after called 'MCC') having its registered office at Thalassery Kannur district represented by its Director (hereinafter called 'THE DIRECTOR') of the ONE PART and Mr. ----- (*present and permanent address*) S/o. Mr. ----- (OR) M/s ----- having its registered office at ----- represented by its ----- (hereinafter called 'THE CONTRACTOR') of the OTHER PART.

WHEREAS THE MCC is desirous of constructing a Water Treatment Plant of 400KLDCapacity at MCC, Thalassery, Kannur district and has caused drawings, specifications, terms & conditions and pricing schedule describing the work to be done,

AND WHEREAS the said , specifications, terms and conditions and pricing schedule have been signed by or on behalf of the parties hereto,

AND WHEREAS THE CONTRACTOR has agreed to execute, upon and subject to the conditions set forth in contract conditions and pricing schedule, all of which are collectively referred to as "the said conditions"), the work shown upon the said drawings and described in the said specifications and included in the said pricing schedule at the respective rates set forth therein amounting to the sum of

₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or other sum as shall become payable hereunder (hereinafter referred to as 'The Contract Amount'),

AND WHEREAS THE CONTRACTOR has furnished a Performance Guarantee (Security Deposit) of ₹...../(Rupees .....only)by way of fixed deposit receipt No:.....dated.....of the .....branch of the.....bank, pledged in favour of THE DIRECTOR, which may be released only after completion of thirty days from the date of completion of the defect liability period of the work.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of payment, at the time and in the manner set forth in the said conditions, the CONTRACTOR will upon and subject to the said conditions execute and complete the works shown in the described in the said specifications and pricing schedule.
2. The DIRECTOR shall pay to THE CONTRACTOR the cost of works done, based on the running account bills, on the recommendation of THE CONSULTANT, and approval by the Engineer engaged or authorized by THE MCC (herein after called 'THE CONSULTANT')
3. The terms "THE CONSULTANT" in the said conditions shall mean if any technical agency appointed for the purpose or the person /firm nominated in writing for this purpose by THE DIRECTOR, not being a person to whom the Contractor, shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be Consultant under the Contract shall be entitled to disregard or overrule any decisions or approval or directions given or expressed by THE CONSULTANT for the time being.
4. The following documents shall be deemed to form and be read and construed as an integral part of the Agreement:
  - i) This form of Agreement
  - ii) Letter of Acceptance No.----- / Work order letter dated -----
  - iii) Priced schedule.
  - iv) Tender schedule, Notice Inviting Tender, Form of Tender, General Conditions of Contract, Special Conditions, specifications and Tender Drawings.
  - v) Following correspondence

-----  
-----  
All correspondence from tender invitation to letter of Intent (of both THE DIRECTOR and the Contractor) and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced schedule.

5. THE DIRECTOR and the Contractor bind themselves, their partners, successors in interest, executors, administrators and assigns if any to the other partners, successors in interest, executors, administrators and assigns of such other party in respect of all covenants of this agreement.
6. The Contractor shall not assign, sublet or transfer his / their interest in this agreement without the written consent of THE DIRECTOR
7. The Contractor shall afford every reasonable facility to the representatives of the said Consultant and THE DIRECTOR for Inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works relating to the installation in the manner laid down in the said conditions.
8. Time shall be considered as the essence of the agreement and the contractor hereby agrees to commence the work immediately, in accordance with the said conditions and to complete the entire work within the specified period *of ...onths* from the date of commencement of works. The date of commencement of works shall be reckoned as the tenth day of issue of the work order to THE CONTRACTOR or the actual date of commencement, whichever is earlier. If the contractor fails to complete the works within the specified period, THE MCC shall have the right to impose Liquidated damages as penalty @ 1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value.
9. If the Contractor fails to comply with any of the obligations under this contract 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 DIRECTOR shall be entitled to cancel this Contract and to get the unfinished works got done by a third party or any other agency at the risk and cost of the Contractor and if THE MCC suffers any losses in this regard THE DIRECTOR shall look to the Contractor for the same viz., payment or reimbursement to such losses. The decision of the said CONSULTANT and/or THE ENGINEER in regard to the quantum of such losses will be final and binding on parties hereto. Upon such termination of the contract there shall be adjustment of any payment made to the Contractor by THE DIRECTOR and the contractor shall, if required, refund any such amounts to THE MCC.
10. Courts in Kannur, district only shall have jurisdiction to determine any dispute arising out of, or in any way connected with this agreement
11. THE DIRECTOR and/or THE CONSULTANT reserve to himself/them self the right of altering the drawings and nature of the work by adding to or omitting from any item of work or carrying out only a portion of an item without prejudice to this Contract.
12. Deduction towards Income tax, Service tax, subscription to the KSCWWF etc. and any other statutory payments shall be made from each and every payment of running account bills as per the relevant rules in force. Any other additional taxes and/or hike

in taxes shall be borne by the Contractor. In the case of GST relevant Govt. order shall be followed.

13. Performance Security deposit (formerly called retention Money) shall be deducted at 2.5% from each running bills. This amount will be released without any interest after completion of defect liability period. The defect liability period shall be 60months from the completion of the work.
14. The rates shall be firm till completion of the work and not be subject to any variations in exchange rates, in taxes, duties, etc. in railway freight and the like, labour conditions, materials, etc. The rates are not subject to any escalations for whatsoever reasons.
15. The Contractor and EMPLOYER hereby specifically declare that the complete parts of this contract have been read, fully understood and accepted by us.

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.

**Contractors** stamp

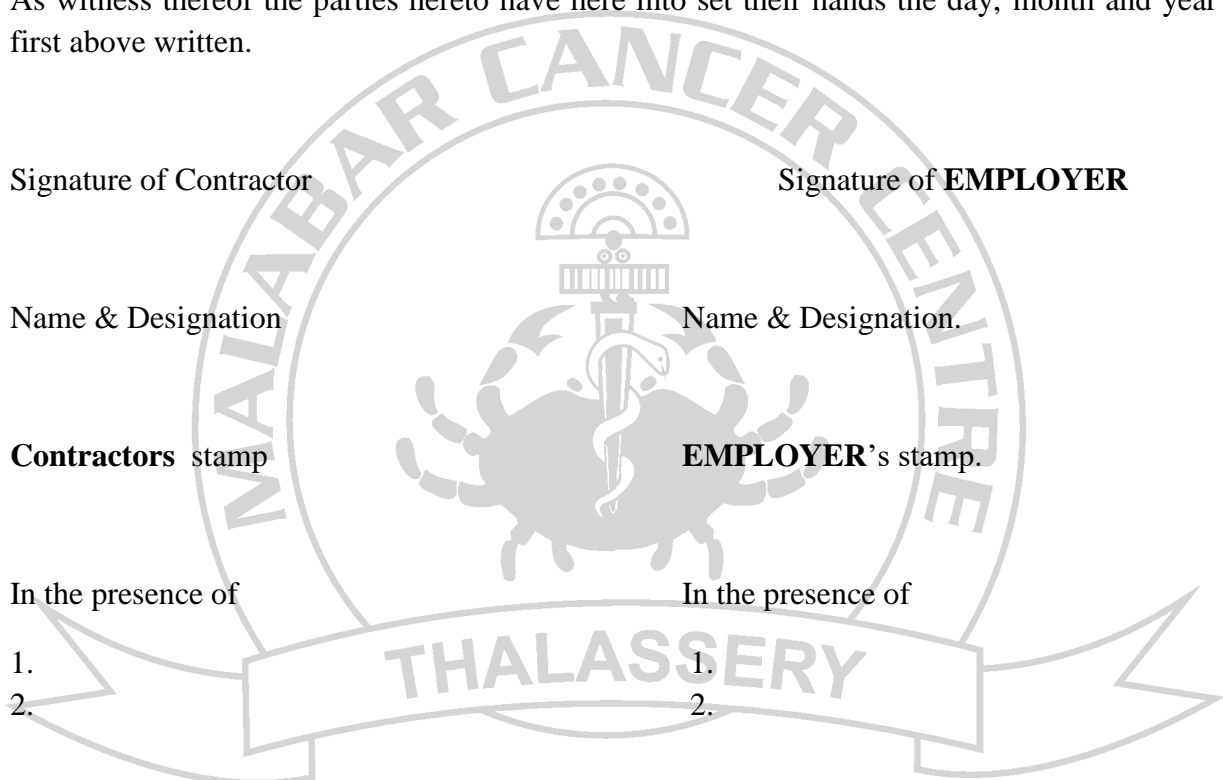
**EMPLOYER's** stamp.

In the presence of

In the presence of

1.  
2.

1.  
2.



## 9. Memorandum of Understanding

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Between.....( Contractor's-  
Address)and.....MCC,,Moozhikkara P.O ,  
thalasseryThis Memorandum of Understanding (MOU) sets on.....(Date) for the terms  
and understanding between the execute related to the work  
“ .....  
.....”(Name of  
work)

### Background

The Director, Malabar Cancer Centre, Thalassery floated a composite tender in which  
Civil as well as Electrical work of a building is included.

### Purpose

This MOU is executed to execute the work of  
“ .....  
.....”(Name of work)

The above goals will be accomplished by undertaking the following activities:

1. The electrical part of the work shall be executed by the Electrical contractor as and  
when required by the Civil contractor.
2. The Electrical part shall be executed as per the schedule and as directed by the Engineer  
in charge.

This MOU shall become effective upon signature by the authorized officials from the civil  
contractor and Electrical contractor (list partners) and will remain in effect until the end of the  
contract agreement between the Civil contractor and The Director, Malabar Cancer Centre,  
Thalassery, if the Civil contractor became the lowest bidder of the tender and executed the  
agreement for the execution of the work.

### Contact Information

Contractor's name :

Address :

Telephone :

Fax :

E-mail :

:

Telephone :

Fax :

E-mail :

\_\_\_\_\_Date:

(Partner signature) Contractor

(Partner name, organization, position)

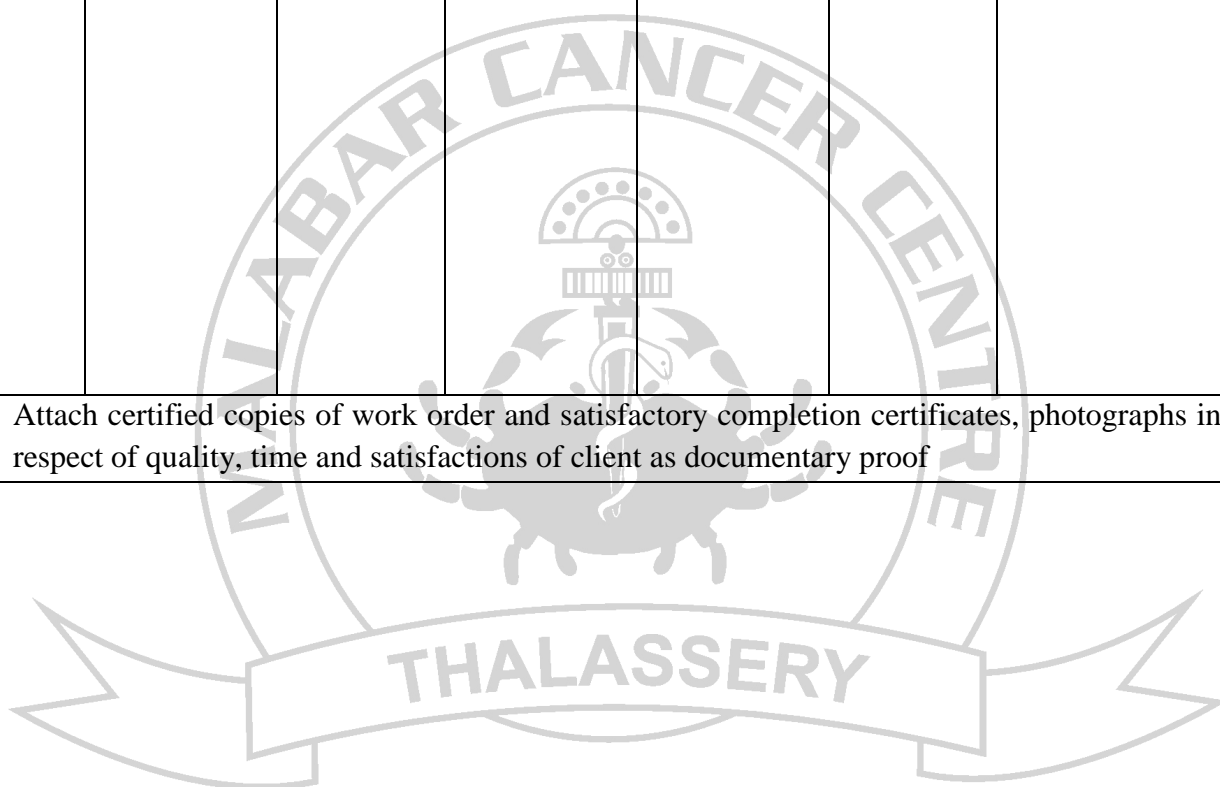


**DETAILS OF SIMILAR WORKS CARRIED OUT BY THE AGENCY**

**(Form –II)**

**(CERTIFICATE TO BE ATTACHED)**

SL. No.	Name of Project	Client Reference	Value of work	Time of completion	Date of award	Actual date of completion
Attach certified copies of work order and satisfactory completion certificates, photographs in respect of quality, time and satisfactions of client as documentary proof						

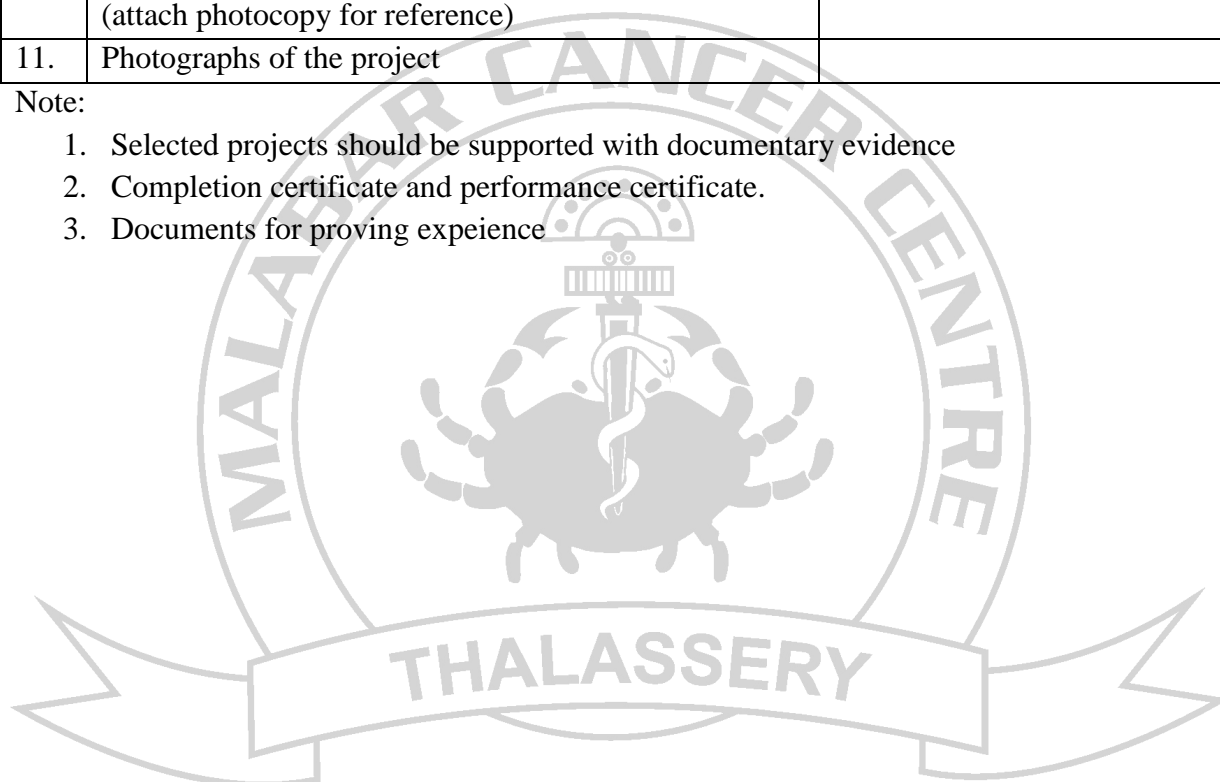


**Data Sheet in respect of the selected similar work  
(Form –III)**

1.	Name of work	
2.	Capacity of the Plant	
3.	Name and address of client for whom the work was carried out	
4.	Client's full address and contact Phone No.	
5.	Number and date of letter of ordering the work	
6.	Contract value	
7.	Period of contract	
8.	Actual date of commissioning of contract	
9.	Final date of defect liability period	
10.	Number and date of certificate issued by client (attach photocopy for reference)	
11.	Photographs of the project	

Note:

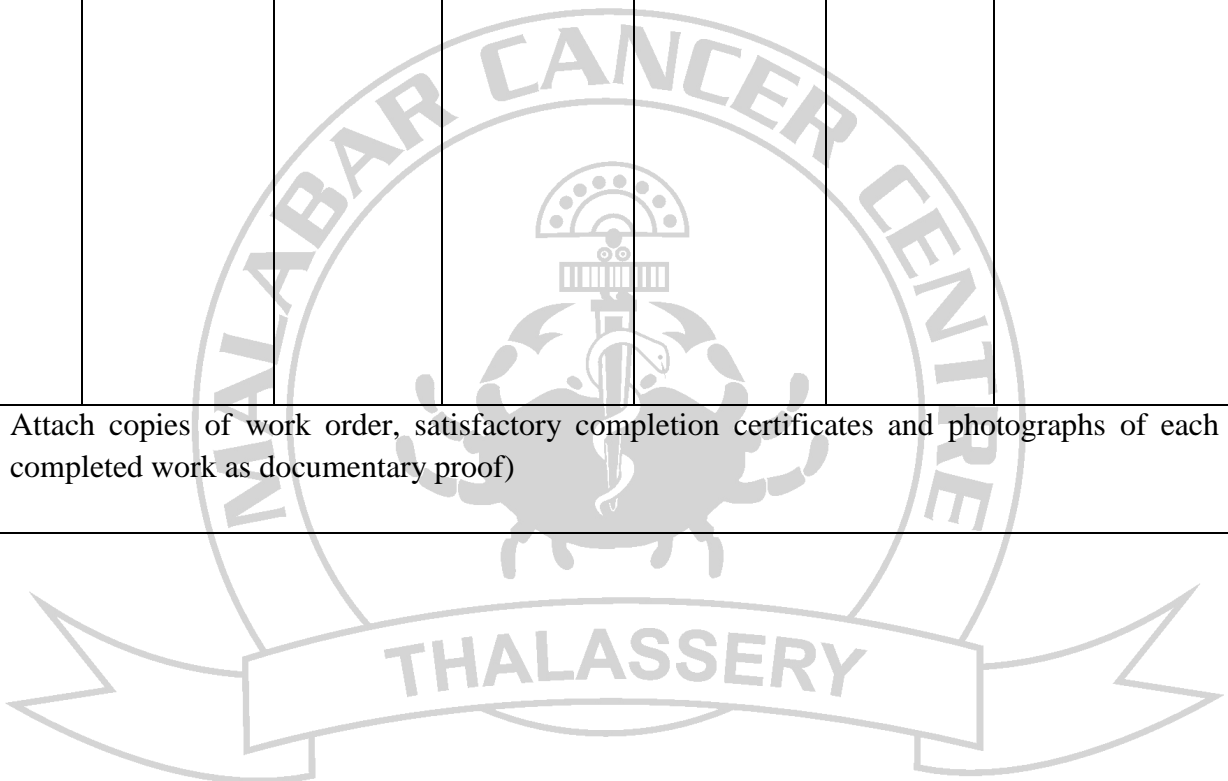
1. Selected projects should be supported with documentary evidence
2. Completion certificate and performance certificate.
3. Documents for proving experience



**Details of other major Works carried out by the bidder**  
**(Form –IV)**

(Details of major similar work done other than said earlier by the agency on his own during the last five financial years)

SL. No.	Name of Project	Client Reference	Value of work	Time of completion	Date of award	Actual date of completion
Attach copies of work order, satisfactory completion certificates and photographs of each completed work as documentary proof)						



**Details of Projects in hand  
(Form –V)**

SL. No.	Name of Project	Client Reference	Value of work	Time of completion	Date of award	date of completion
(Attach additional sheets if required)						

(Attach copies of work order for each work and photographs of as documentary proof)

1. The pre-qualification bid containing false and / or inadequate information are liable to rejection.
2. The pre-qualification Document without sufficient documentary proof for the data are liable for rejection
3. I/We here by certify that the details given above are correct to the best of my / our knowledge. I/We have no objection for MCC in contacting our clients / Bankers for reference.

Place:

Date: .....2025