

**TENDER**

**FOR**

**SUPPLY & INSTALLATION OF BLOOD BANK  
FURNITURE, PARTITIONS, DOORS & WINDOWS**

**AT**

**KOLLAM DISTRICT CO-OPERATIVE HOSPITAL  
SOCIETY LTD NO Q 952  
PALATHARA, KOLLAM - 20**

# **KOLLAM DISTRICT CO-OPERATIVE HOSPITAL SOCIETY LTD NO Q 952**

Ref: -

**M/s. Kollam District Co-operative Hospital Society Ltd No Q 952  
Palathara, Kollam - 20**

**Sub:- Supply & Installation of Blood Bank Furniture, Partition, Doors & windows  
for NS Co-operative Hospital, Kollam.**

Tender documents in respect of the above mentioned works are forwarded herewith. ***Please note that tender is to be delivered in the office of the Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952, Palathara, Kollam – 20.*** The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialed.

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 28.03.2019.

The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of proper authority/power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the **“CONTRACT”** and must be signed and returned along with the tender documents.

**Yours faithfully**

.....

**Signature of the Contractor with stamp**

**Tender notice for Construction of Supply & Instalation of Blood Bank  
Furniture, Partition, Doors & Windows**

**KOLLAM DISTRICT CO-OPERATIVE HOSPITAL**

**TENDER NOTICE NO PDT-5/2018-19/BBF/NSMIMS** Date: 20.03.2019 Sealed item rate tenders are hereby invited on behalf of Kollam District Co-operative Hospital Society Ltd No Q 952 from experienced Contractors

Sl. No	Name of Work	EMD (Rs.)	Completion Time	Issue of Blank Tender Document	Last Date of Submission of Tender
1.	Supply & Installation of Blood Bank Furniture, Partition, Doors & Windows	25,000	45 days	20.03.2019	28.03.2019 3 pm

1. Blank tender documents (non-transferable) for above work shall be issued on working days from the address given below on payment of required tender fee of Rs.500/- (Rupees Five Hundred only) (non- refundable) in cash/DD in favour of Kollam District Co-operative Hospital Society Ltd No Q 952.
2. The tenderers should have completed minimum three works of similar nature of minimum value of Rs 200. Lakhs 2000000/- each or two works of value of Rs. 40 lakhs, 20 Lakhs each in their name, during last Five years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization . In case of certificates issued by the private party, copies of TDS should also be enclosed.
3. Work of similar nature means Construction of Compound Wall at NS Mediland.
4. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax /sales tax/ VAT/TIN/GST as applicable.
5. The tender issuing authority reserves the right to issue or refuses to issue the tender document to any party without assigning any reason.
6. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
7. The Client reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

# **KOLLAM DISTRICT CO- OPERATIVE HOSPITAL**

Ref: -

Date:

## **INDEX OF TENDER DOCUMENTS**

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## **INSTRUCTIONS TO TENDERERS**

### **1.0 GENERAL**

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender Document before framing up their tender.

### **2.0 SITE PARTICULARS**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to site conditions, means of access to the site.

### **3.0 SUBMISSION OF TENDER**

The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

***Tenders shall be submitted in Two sealed envelopes Super scribing as following:***

<i>i) Technical Bid</i>	<i>Supply &amp; Installation of Blood Bank Furniture, Partition, Doors &amp; Windows for N.S Memorial Institute of Medical Sciences</i>
<i>Tender No</i>	<i>PDT-5/2018-19/BBF/NSMIMS</i>
<i>Due date &amp; time of opening</i>	<i>28..03.2019, 4pm</i>
<i>Name of work</i>	<i>Supply &amp; Installation of Blood Bank Funiture, partition, Doors &amp; Windows</i>
<i>Addressed to</i>	<i>Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952, Palathara, Kollam - 20</i>

From: Name & address of the tenderer. This envelope shall contain the following: -

EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of Kollam District Co-operative Hospital Society Ltd No Q 952 payable at Kollam be accepted.

Details of the minimum three works of similar nature of minimum value of Rs ..... each or two works of value of ..... lakhs..... each or one work of Rs ..... lakhs....in their name, during last Five years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the

reputed organization. In case of certificates issued by the private party, copies of TDS should also be enclosed. Valid registration with GST and Sales Tax department for Work Contract Tax/VAT/TIN.

## **II) Price Bid**

This envelope shall contain the tender document with **PRICES and amount duly filled by the party against the each item prescribed in the Schedule of quantity of tender Document** and no conditions (i.e. deviations / assumptions / stipulations / clarifications/Comments / any other request) whatsoever and the conditional offers will be rejected.

### **3.1 Essentially qualifying criteria**

Tenderer should submit the following documents with Technical bid .

- 1.) EMD in requisite form
- 2.) Tender cost in requisite form
- 3.) Experience certificates /completion certificates.
- 4.) Registration with concern department w.r.t. Service Tax & VAT

### **4.0 ABNORMAL RATES**

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the Society is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the renderer on demand.

### **5.0 DEVIATIONS TO TENDER CLAUSES:**

Tenderers are advised to submit the tenderers strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

### **6.0 VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of Thirty.days from the date of opening of the tenders.

### **7.0 AWARD OF WORK**

Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications.

## **8.0 ACCEPTANCE / REJECTION OF TENDER**

- i) Society does not bind itself to accept the lowest tender.
- ii) Society also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii) Society also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of Society regarding the same shall be final and conclusive.

## **9.0 CORRECTIONS**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

## **10.0 FIRM RATES**

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the contractor shall not change any of the rates, quoted in the tender till the completion of work.

## **GENERAL CONDITIONS OF CONTRACT**

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Shall mean Kollam District Co-operative Hospital Society Ltd No Q952 and shall include legal representative successors and permitted

2. ....

3. The Contractor is required to approach the Society for execution of agreement for the said work as per the prescribed proforma to be provided by the Society on a non-judicial stamp paper of Rs.200/- within 10 days from the issue of the letter of award.

### **4. Contract Documents:**

The Contractor shall be provided, free of charge, one certified true copy of the Contract Documents and of all further drawings, which may be issued during the progress of the Works. He shall keep these Documents on the Site in good order.

### **5. Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, taxes tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

### **6. Inspection of Site:**

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

### **7. Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.



8. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

All errors in totaling in the amount column and in carrying forward totals shall be corrected.

## 9. Security Deposit:

Total security deposit shall be 5% of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

### a). Initial Security Deposit:

Contractor will deposit initially a two and half percent (2.5%) of the accepted tender cost as an initial security deposit within ten (10) days of receipt of the letter of intent/notification of acceptance of the tender by him. The earnest money deposited shall be converted into initial security deposit.

### b). Balance Security Deposit

Balance Two and Half per cent (2.50%) will be recovered in installments through deductions at the rate of five per cent (5%) of the value of each running account bill till total security Deposit amount is collected, after which no further deduction from Bills will be made on this account. EMD shall be converted into security deposit and adjusted in RA bills.

9.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.

9.2 Refund *of Security deposit*. Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.

9.3 No interest shall be payable to the contractor on the Security Deposit furnished/ recovered from the contractor, by the Corporation.

## 10 Deviations/Variations Extent and Pricing

Society/Architect shall have power (i) to make alteration, in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Society/Architect and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

**10.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Society/Architect .

## **10.2 Deviation, Extra Items and Pricing**

### **Rates for Extra/ Additional Items**

- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered  
or  
Substituted item at the same rate.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i), and (ii) above, the contractor shall, within 7 days of the date of receipt of the order to carry out the said work, inform the Society/Architect under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Society/Architect shall, within fifteen days thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Society/Architect within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Society/Architect on the basis of market rate(s) shall be final. Payment of such items shall be made accordingly.

#### **11.0 Time and Extension for Delay:**

- 11.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day after the date on which the Society issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.
- 11.2 As soon as possible after the Contract is concluded the Society/Architect and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works.
- 11.3 If the work be delayed by
- (a) Force majeure or
  - (b) Abnormally bad weather or
  - (c) Serious loss or damage by fire, or
  - (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
  - (e) Delay on the part of other contractors or tradesmen engaged by Society in executing work not forming part of the contract, or
  - (f) Any other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's control;

11.4 Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Society/Architect but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Society/Architect - in-Charge to proceed with the Works.

12 The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity/water required for execution of the work.

### 13 **FORCE MAJEURE**

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

### 14 **MATERIALS**

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Society/Architect -in-Charge, furnish proof to the satisfaction of Society/Architect -in-Charge in this regard.

### 15 **Labour:**

- a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Society/Architect . The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b.) All the workers or employees deployed by the contractors shall consider the employees of contractor and Society shall not have any liability what so ever in nature in regard to such workers/employees.
- c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

- d.) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.
- e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.
- f) The Contractor shall not indemnify and keep indemnified the Society against:
  - i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.
  - ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

## **16 Inspections and Approval:**

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to Society/Architect or its authorized representative when each stage is ready. The Society or his representative shall have powers at any time to inspect and examine any part of the Works and the contractor shall give such facilities as may be required for such inspection and examination.

## **17 Liquidated Damages for Delay**

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 5% ( Five percent only) of the value of the contract. 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 Society.

## **18 Instruction and Notices:**

18.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Society/Architect and all other actions to be taken on its behalf may be given or taken by the Society or any officer for the time being entrusted with the functions, duties and powers of the Society/Architect .

18.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

18.3 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender the Society shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Society shall give notice in writing to that effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

18.4 The Contractor shall be paid at Contract rates full amount for works executed at Site as certified by the Society/Architect -in-Charge.

## **19 Cancellation of Contract in Full or in Part:**

If the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Society/Architect
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Society/Architect
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Society/Architect
- d. Violates any of the terms and conditions stipulated in this agreement
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

## **20 Liability for Damage, Defects or Imperfections and Rectification thereof:**

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case of repairs and

maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Society/Architect shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Society/Architect shall give three days notice in writing to the Contractor.

## **21 Urgent Works:**

If any Urgent work (in respect whereof the decision of the Society/Architect shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Society/Architect may by its own or other workpeople carry it out, as it may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses, the expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

## **22 VALUATIONS AND PAYMENT:**

22.1 The Society/Architect shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.

22.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Society so that a complete record is obtained of all work performed under the contract.

22.3 Payments against 50% advance against bank guarantee; remaining amount may be given after the successful completion and installation work.

22.4 Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Architect, for which no extra claim over and above the tender rate will be considered. For releasing the payment up-to accepted tender amount the Society is the approving authority.

22.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Society/Architect shall be final.

### **No escalation will be paid even in extended period, if any.**

22.6 All measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative

from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the Society a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

22.7 .All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

### **23 Methods of Measurement:**

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

### **24 Income Tax/WCT/VAT**

24.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.

24.2 The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

24.3 Contractor shall include all the taxes (GST, VAT etc.) in the bid price. Client will not pay any tax.

### **25 Carrying out part work at risk & cost of contractor**

The Society/Architect without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Society, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by the Society in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Corporation as aforesaid without prejudice to any other right or



remedy available to Society in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Society/Architect -in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

In the event of above course being adopted by the Society/Architect -in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## **26 ARBITRATION AND LAWS Arbitration:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders and these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952 and – Secretary is unable or unwilling to act, to the sole arbitration of some other person appointed by the Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952 willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the Kollam District Co-operative Hospital Society Ltd No Q 952 and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act., Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952 shall appoint another person to act, as arbitrator in accordance with the terms of the Contract. It is also a term of this contract that no person other than a person appointed by Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952 as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under

and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrators may from time to time with consent of these parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings and so payment due to payable to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

The Indian Laws shall govern this contract for the time being in force. The courts at Kollam only shall have the jurisdiction **Society/Architect in charge**

**SIGNATURE OF THE CONTRACTOR**

## FORM OF TENDER

To

The Secretary

Kollam District Co-operative Society Ltd No Q 952

Kollam - 20

I/ We have read and examined the following documents relating to Construction of Compound Wall works at NS Mediland for N.S Memorial Institute of Medical Sciences, Palathara, Kollam

**(Name of the Work)**

- a). Notice inviting tender.
- b). Instructions to Tenderers
- c). Technical Specifications
- d). General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- e). Special Conditions of contracts if any.
- f). Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 9 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the above society

A sum of Rs 25000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of Kollam District Co-operative Hospital Society Ltd No Q 952 payable at Kollam If I/We fail to keep the tender open as aforesaid of make any

modifications in the terms and conditions of the tender which are not acceptable to the Kollam District Co-operative Hospital Society Ltd No Q 952. I/We agree that the Kollam District Co-operative Hospital Society Ltd No Q 952 shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that Society shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

**Signature of contractor.....Duly authorized to sign the tender on  
behalf of the (in block capitals).....**

.....

Dated.....

Witness.....

Date.....

Address.....

.....

## APPENDIX

- |    |  |  |
|----|--|--|
| 1. | Competent Authority  | Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952                                    |
| 2. | Earnest money/ Security Deposit  |  |
|    | a) Earnest money   | Rs : - 25,000/-<br>DD /Pay order in favour of Kollam District Co-operative Hospital Society Ltd No Q 952 |
|    | b) Security Deposit  | 5% of the contract value   |
| 3. | Deviation limit for items of work  | 2 months   |
|    | Deviation limit beyond which clauses 10.2 shall apply for the building / Development work                  | 50%  |
| 4. | Time allowed for execution of work   | 45 days  |
| 5. | Authority competent to grant extension of time for any cause of delay which is beyond Contractor's control |  |
| 6. | Liquidated Damaged   | 0.5% (one half of one Percent) per week subject to a Maximum 5% value of the contract                    |
| 7. | Approving Authority for releasing the payment up to the accepted tender cost.                              | Secretary, Kollam District Co-operative Hospital Society Ltd No Q 952                                    |
| 8. | Defect Liability Period  | 12 months from the date of Completion of work.   |
| 9. | Authority competent to reduce Compensation   | Kollam District Co-operative Hospital Society Ltd No Q 952   |

## **SPECIAL CONDITONS**

1. During working at site, some restrictions may be imposed by Architect /Society staff of Kollam District Co-operative Society Ltd No Q 952 regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. This Schedule of Quantities, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, tenderer will have no claim on that account.
4. The tender shall be based on general conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Society shall forfeit the earnest money deposited by him along with the tender.
6. All the works to be carried out in accordance strictly with Specifications mentioned in the schedule of quantity of tender document and as per the directions of Society/Architect-in-charge.

### **7. COST OF TESTS**

The contractor is bound to carry out the tests as per the CPWD guidelines for ascertaining the quality of the works executed/ materials used as and when directed by the Society/Architect-in-charge. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the Society/Architect -in-charge will be borne by the contractor.

### **8. DRAWING AND SPECIFICATIONS**

A copy of tender documents and all relevant drawings and specifications shall be obtained by the contractor and kept at site for reference.

.....

SIGNATURE OF THE CONTRACTOR

**Tender Inviting Authority: N.S Memorial Institute of medical Science**

**(A unit of kollam Dist. Co-operative Hospital society Ltd.,No.Q.952)**

WOEK NAME: FOR THE CONSTRUCTION OF BLOOD BANK IN N.S MEMORIAL INSTITUTE OF MEDICAL SCIENCE, PALATHARA, THATTAMALA.P. O,KOLLAM-20

Bidder Name
----------------

**PRICE SCHEDULE**

This BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name.

NO	DESCRIPTION OF WORK	QTY	UNIT	FIGURES	WORDS	AMOUNT
1	<b><u>WORKTOPS</u></b> The inside of the worktop will be made 18mm thick green plywood 710 Century or equivalent. Its top and front will be laminated with 1.2mm thick type 304 series stainless steel. Surface are integrally formed with all seams fully welded with stainless steel fillers, ground smooth, and blended to mill finish. Finished bench thicknesses is 20 mm (+/-1) .	13	M <sup>2</sup>			
2	<b><u>UNDER BENCH MODULES</u></b> Cabinet body , Shutters , Door , Drawer Front , Shelves , Trays , Filler panel etc will be made 18mm (+/-1) melamine laminated sheets. Sound deadening rubber bumpers are used to minimize banging noise while closing the shutters and drawers. The exposed edges of the doors, drawers etc will be sealed with minimum 3mm thick high quality PVC edges. The lamination and edging will be machine pressed at high temperature and pressure. The cabinet body will be fixed with					

	biscuit joints with strong adhesives. The shutters are mounted to the modules by hinges which are openable to 95 degrees. Lockable roller bearing is used so that the drawer will not fall. The telescopic drawer sliders to take load up to 35 kg. Godrej/ Ebco lock and a pair of keys. Stainless steel sink cabinet -75 CM	7	NO			
	Drawer Cabinet – 75 CM	12	NO			
	Storage Cabinet – 90 CM	4	NO			
	Storage cabinet - 70 CM	1	NO			
	Tall cupboard for blood store (200 x 210 CM)	1	NO			
	Tall cupboard for Components preparation (187 x 210 CM)	1	NO			
	Tall cupboard for store (313 x 210)	1	NO			
3	<b><u>Aerocon Partition</u></b> All the interior partition should be done 75 mm Aerocon first quality panel board. Minimum thickness of cement board may be 5+1 mm. Water absorption should be less than 2% of its total weights. The panel will be fixed with epoxy coated 2x2 16-gauge square tube with all other suitable supports. Maximum spacing of support will be 120 cm or nearest as per site condition. All partition works including primer, two coat putty with approved colour & brand paints. Above work should be down us per the direction of site Engineer.					
		156	M <sup>2</sup>			
4	<b><u>DOORS</u></b> Doors should be make 38 cm thick Century or equivalent melamine laminated sheets					



	with 75 mm wide frame. The exposed edge of the door will be sealed with melamine laminated sheets. The lamination and edging will be machine pressed at high temperature and pressure. The joinery construction with biscuit type joints will be clamped to obtain perfect alignment and permanent bonding. Including 20 cm long SS knob handle , lock , tower bolt and 6mm clear toughened glass with hatch.					
	Door 90 x 210 CM	09	NO			
	Door 100 x 210 CM	03	NO			
	Door 140 x 210CM	02	NO			
5	<b><u>WINDOWS</u></b> Window frame should be make 75 mm wide and 10 mm thick melamine laminated sheets and 6MM thick toughened glass. The lamination and edging will be machine pressed at high temperature and pressure. The joinery construction with biscuit type joints will be clamped to obtain perfect alignment and permanent bonding. The exposed edge of the windows will be sealed with melamine laminated sheets.					
		5	NO			

6	<p><b><u>Reception and haemoglobin counter</u></b>  Reception/ haemoglobin counter partition should be made of 12mm thick curved shape toughened glass with 70 CM glass door, including 45 CM long SS handle, floor spring and all other fittings .All the work should be down us per the plan and direction of our technical in charge.</p>					
		6.00	M <sup>2</sup>			
7	<p><b><u>Reception under bench and top.</u></b>  Reception top should be made 12 mm thick toughened glass over 18mm plywood Century Green ply or equivalent Cabinet body , Shutters , Door , Drawer Front , Shelves , Trays , Filler panel etc will be made 18mm (+/-1) melamine laminated sheets. Sound deadening rubber bumpers are used to minimize banging noise while closing the shutters and drawers. The exposed edges of the doors, drawers etc will be sealed with minimum 3mm thick high quality PVC edges. The lamination and edging will be machine pressed at high temperature and pressure. The cabinet body will be fixed with biscuit joints with strong adhesives. The shutters are mounted to the modules by hinges which are openable to 95 degrees . Lockable roller bearing is used so that the drawer will not fall. The telescopic drawer sliders to take load up to 35 kg. Godrej/Ebco lock and a pair of keys. All the work should be</p>					

	down us per the plan and direction of our technical in charge.					
	Size 198 x 60 x 75					
8	<b>INSTALLATION</b> Work top and under bench modules are installation as per drawing and direction of our site engineer. We cannot responsible for small dimension variation as per actual site condition. N.S Memorial institute of Medical Science should be down power , lights for free of cost.					
9.	<b>Tile skirting</b> Supply and fixing of vitrified tile skirting up to 10 cm height, 60x60cm first quality conforming to IS15662 of approved make, shade and pattern laid 1:4 mortar and jointed will grey cement slurry @ 3.3 kg/sqm including pointing the joint with white cement and matching pigment etc	100	M <sup>2</sup>			
	<b>TOTAL QUOTED RATE</b>					

### Terms and Conditions

- All scaffolding works shall be done by the contractor, if required
- All taxes shall be included in the contractor's price.
- Retention money (10%) shall be deducted from each bill.
- EMD Rs. 25000/- shall be submitted by the contractor at the time of tendering

