

**N S MEMORIAL INSTITUTE
OF MEDICAL SCIENCES KOLLAM**

**TENDER FOR
RENOVATION OF OT IN EXISTING BLOCK
TILE LAYING WORKS**

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INVITATION OF TENDERS

Scaled tenders are hereby invited for executing the following work as per the details given below.

1. Name of work: Renovation of OT in Existing block of NS Memorial Institute of Medical Sciences, Kollam. –Tile Laying Works
2. Last date and time for receiving completed Tenders: 3 pm on 07/01/2023
3. Date and time of tender opening: 4 pm on 07/01/2023
4. Place of Submission of Tenders:

N.S.MEMORIAL INSTITUTE OF MEDICAL SCIENCES, KOLLAM.

Owner

N. S. Memorial Institute of Medical Sciences

NH Bypass Road, Palathara, Thattamala P.O, Kollam - 691 020

Phone : +91-474-2724823

E-mail-nsmimskollam@gmail.com

This tender document is issued to: M/s.

Issued by:

Date:

TENDER PARTICULARS

1.	Name and address of owner	N. S. Memorial Institute of Medical Sciences NH Bypass Road, Palathara, Thattamala P.O, Kollam - 691 020
2.	Name of work	Renovation of Operation Theatre in existing block of N S Memorial Institute of Medical Sciences, Kollam.- Tile Laying Works
3.	Site of work	Kollam.
4.	Completion period	20 Days
5.	Type of tender	Item
6.	Rate	The UNIT RATE shall be all inclusive. It shall include cost of material, import duties, other duties & taxes, GST, all cess, tools and plants, transportation, freight, insurance, storage, incidental expenses, loading / unloading, shifting in position with required hoists and equipment, scaffolding, labour, night labour, wastage, contractor's profit, installation, testing, commissioning and other works required.
7.	Rate variation	The RATE shall be FIRM throughout the period of contract.
8.	Tender validity period	45 days.
9.	Warranty/defects liability period	Twelve (12) months.
10.	Earnest money deposit (EMD)	30000/- DD pay order in favour of Kollam District Co-operative Hospital Society Ltd. Q 952
11.	'Security Deposit' during execution of work	5% of the total contract value in the form of Bank Guarantee or Demand Draft.
12.	Retention amount	5 % against each running account bill.
13.	Deductions	All statutory deductions will be made from each bill.
14.	Payment	
15.	'Performance Security' during warranty period	5% of the total executed value in the form of Bank Guarantee or Demand Draft.

INSTRUCTIONS TO TENDERERS

1. Tenderer shall read all the pages of the tender document in detail and their authorised signatory should sign with their official seal on all the pages.
2. The tender document comprises of following documents. This document along with articles of agreement and other documents as may be mutually agreed upon shall form part of the contract agreement to be entered into between the contractor and the owner and the other parties involved in the work.
 - a) Invitation of Tenders.
 - b) Tender particulars.
 - c) Instructions to Tenderers.
 - d) General Conditions of Contract (GCC).
 - e) Form of Agreement.
 - f) List of Approved Makes.
 - g) Schedule of quantities and rates.
 - h) Drawings.
3. The complete tender document dully filled in and signed shall be submitted along with all supporting documents..
4. No pages of the tender document shall be removed or modified.
5. Any comment that the tenderer desires to make shall not be written on the tender document.
6. Tender should be willing to complete the entire scope of work with in the specified time.
7. The right of acceptance the tender shall remain with the Owner who does not bind himself to award the work to the lowest tender. No details or reason shall be furnished to any person or organization or statutory body for the rejection or acceptance of any tender.
8. The right for acceptance of the tender in part or whole or the right to employee different contractors for separate work rests solely with Owner.
9. The Tenderers shall verify and study all the drawings related to the work and all the Tenderers shall sign the same with their official seal and submit it along with the tender.
10. Tender documents shall be placed in a sealed envelope super scribed with the description of the work, last date and time for receiving the tenders, Name and address of the Tenderer.
11. Earnest money deposit, if called for, should be enclosed in a separate sealed cover in the form of a Demand draft favoring the Owner and subscribed 'Earnest Money Deposit'.
12. If it is proved that two or more persons connected with one another either financially or as a principle or agent for one another have tendered under different names for the same contract without disclosing their relationship, then such tenders will be rejected and their Earnest Money Deposit will be forfeited.
13. Owner will not be responsible for or to pay any losses or expenses incurred by the Tenderer for the preparation and submission of the Tender.
14. Tenderers will be permitted access to the site of the work for inspection during tender period which may be arranged on request to the Owner.
15. If the Tender finds any discrepancy, omission, and ambiguity of conflict in the document or is in doubt as to the interpretation and meaning, it should be immediately brought to the attention of the owner.
16. Tenderers should submit detailed computations showing the figures on which the units and

overall rates are based if so requested by the owner.

17. Tenderers should write the rates both in numerical figures and word. If any difference is found between the two, the value in words will be considered as correct.
18. Tenderers should quote for all items indicated in the schedule of quantities of the tender document. Incomplete tenders are liable to be rejected.
19. The successful tender (Contractor) will have to enter into a written contract agreement (as per the attached articles of agreement) with the Owner on the terms and conditions of the contract which will form part of the contract document. The contract will be considered valid only after the above agreement is signed by both the parties.
20. The tender document should be accompanied by the following documents if called for. Absence of any of the following will cause the Tender to be rejected.
 - a) Valid Income tax Clearance certificate and Sales tax clearance certificate.
 - b) Evidence showing experience of identical or similar work stating description, Location of the site with telephone numbers, Name of the Owner, Nature of the contract whether it involves supply of materials or labour charges only, Date of completion, Date of award of Contract, Value of the work, Rating and connected load of the Installation etc.
 - c) List of tools and machinery.
 - d) List of technical staff employed by the tenderer.
 - e) Testimonial from major owners, if any.
21. The owner reserves the right to award the work to one or more tenderers in part or in full.
22. The quantities given in the tender are merely for the guidance of the tenderer and may vary as either side upto any extent during actual execution. Some of the items may be added, deleted, omitted or altered during actual execution of the work. No claim whatsoever shall be entertained on account of variation in quantities. Speculative tender is liable to be rejected.
23. The Tenderers shall have to quote for the all the items in the schedules of quantities of the tender document. In complete tenders are liable to be rejected.

GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract (GCC) shall be read in conjunction with Technical specification, Drawings, Schedule of quantities and other documents forming part of this document wherever the context so requires.

1. Conditions to override GCC incase of variance

Where any portion of the General Conditions of Contract (GCC) /Specification are repugnant to or at variance with any provisions of the conditions of contract, then unless a different intention appears, the provisions of the GCC shall to extent of such repugnancy, or variations, prevail.

2. Interpretations of terms in this contract

The terms appearing in the tender notice, tender form, agreement, instructions to tenders, GCC, technical specifications, schedule of quantity's and drawings will have the following interpretations.

'Owner' shall mean shall mean on whose behalf this tender / enquiry is floated and shall also include their officers, authorized representatives, legal representatives, assignees or successors.

'Architect' shall mean authorized representative involved with the design and supervision of the whole of the said project or work as described in the tender also nominated by the Owner.

'Service Consultant' shall mean authorized representative involved with the design and supervision of Services as described in the tender also nominated by the Owner.

'Contractor' shall mean the successful tenderer who has been awarded the contract with whom the Owner is having a signed agreement on stamp paper.

3. Inspection of site before submission of tender

The tenderer must visit the site of work before submission of the tender to fully satisfy himself the existing conditions of site and performance thereon. The dimensions, clearances, contours and the levels indicated in the drawing, if any, are approximate and tentative only. He must fully acquaint himself before submission of his tender as to the facilities at the site, limitations as to the extent and position of working space, the existing facilities like access, roads, electricity, water, provision for transportation of materials and storing and stacking the same at places with in the site and for all other matters concerning the site and effecting the performance of the work. No claim shall be admitted on grounds of the site visit as mentioned above.

4. Rate

The UNIT rate shall include cost of material, import duties, other duties & taxes, GST, all Cess, tools and plants, transportation, freight, insurance, storage, incidental expenses, loading / unloading, shifting in position with required hoists and equipment, labour, night labour, wastage, contractor's profit, installation, testing, commissioning and other works required. In the case of imported items, in addition to the above, customs duties, freight, all insurance, port clearance charges, etc. are also to be included in the unit rate. The rate shall be FIRM through out the contract period.

5. Tender validity

The tender should be kept valid for a minimum period 45 days or as indicated elsewhere in the tender particulars.

6. Payment terms

The payment terms will as provided in the Tender Particulars.

All statutory deductions shall be made from the amount eligible to the contractor from each running bill as per the prevailing rates. The deduction towards tax shall be as per GST Act, IT, workers welfare fund etc. Any tax omitted which is to be deducted in any part bill, shall be deducted in the final bill. All statutory payments in connection with the employment of the workmen for this work shall be borne by the Contractor.

7. Earnest money deposit (EMD)

All Tenderers are required to submit EMD as per the value specified along with their tender, if asked for. The EMD is required to protect the Owner's interest against the risk as mentioned below. Tenders not accompanied by the "Earnest Money Deposit" shall be summarily rejected. The validity period of the Earnest Money Deposit shall be 30 days beyond the tender validity period. The Earnest Money Deposit shall be forfeited:-

a) If a tenderer withdraws his tender during the period of tender validity.

or

b) In the case of successful tenderer, if he tenderer fails to sign the contract and / or fails to furnish Security Deposit.

EMD will be returned to all tenderers as soon as the tender is finalized and the contract is signed with one tenderer. No interest will be payable on Earnest Money Deposit.

8. 'Security Deposit' during execution of work

The successful tenderer will have to submit a security deposit as per the percentage of value specified while executing the contract agreement. The Security Deposit will be released subject to following conditions. The validity period of security deposit shall be 30 days beyond the contract period. No interest will be payable on security deposit.

- a) Satisfactory completion and commissioning of the entire work and handing over of all the required data in the required pro-forma to the Owner.
- b) After fulfilling all the contractual obligations as per tender conditions.
- c) After submission of Bank Guarantee towards Performance Security.

9. 'Performance Security' during warranty period.

The tenderer shall furnish performance security as per the percentage of value specified on commencement of warranty period. The proceeds of the performance security shall be payable to the owner as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract during warranty period. The performance security will be discharged after completion of the contractor's warranty obligations. The validity period of performance security shall be 30 days beyond the warranty period. No interest will be payable on performance security.

10. Retention money

Retention Money at the rate specified will be deducted from each running bill until the cumulative total of such deductions, herein referred to as 'Retention Money', shall amount to 5% of the executed value. The retention money will be refunded on furnishing a Performance Security as specified and the owner is satisfied that there is no demand outstanding against the Contractor. No interest will be payable on retention money.

11. Admission to site

The contractor will not be allowed to enter on or take possession of the site until instructed to do so by the Owner. The contractor shall provide all necessary temporary access roads to work site as may be directed by the Owner and shall adopt and maintain the same as required and directed by the Owner during the currency of the works and shall clear away and make good thereof all at his own expenses free of cost and directed by the Owner. No photographs of the site or of the works or any part thereof shall be taken published, or otherwise circulated without the prior permission of the Owner. The Owner shall have the power to exclude from their site any person whose admission thereto may be in his opinion undesirable for any reason whatsoever.

12. Warranty and defect liability

The warranty shall be valid for twelve months after successful performance testing. Contractor shall warranty that all the equipments shall be free from any defect due to defective materials and / or bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values. Any part found defective during this period be replaced free of cost by the contractor. The service of the contractor's personnel if required during this period shall be made available free of cost to the owner. The contractor shall depute his representative within 36 hours of notification of the defect by the owner. The representative of the owner and contractor jointly shall prepare remedial action required. Time schedule for such action shall also be finalized. In case the contractor fail to depute his representative within 36 hours of notification of defect or fails to cause remedial measure within reasonable time as decided during joint inspection, the owner may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.

The contractor shall visit and inspect the work in the presence of the owner at least once in three months during the warranty period to check the health of the installation as per manufacturer's maintenance schedule. The owner or his representative shall certify this fact. In case the contractor does not comply with this provision in this regard, the owner will forfeit 10% of Security Deposit amount for each quarter. Replacement under warranty clause shall be made by the contractor free of all charges.

13. List of machinery

The contractor shall along with the tender submit a schedule of machinery and equipment he purposes to use a site in support of his assurance to adhere to the time schedule specified for the entire completion of the work.

14. Engineers and overseers

The Contractor must employ his own qualified engineers and supervisors at site to supervise the

workmanship as well as quality control of the materials. The day to day supervision required for smooth progress of the work is the deemed responsibility of the contractor. The contractor should appoint a full time supervisor at site and he will be attending all the works and co-ordinating with other contractors through Architect/Consultant.

15. Drawings

The tender drawings, which are available for study, shall serve as the scope for the work. They indicate general layout of the site only, the actual location, distance, levels, layout of items, etc. will be governed by the field conditions. If any discrepancy or violation of standards / statutory requirements are noticed by the tenderer, he has the responsibility to point out the same in writing which may be attached along with the tender.

16. Shop drawing

No supply, fabrication and installation should be put into execution until this shop drawings are approved by the Consultant. The complete set of Shop drawings should be submitted to the Consultant within 7 days of work order.

17. Approval of drawings & installation

The contractor shall have to take approval of all the drawings from the concerned authorities before starting of work at site and after completion of work. Installation the same shall be approved by the concerned authorities before the work / installation is put into use.

18. Approval by Statutory Authorities

The contractor shall co-ordinate the inspection /approval by the approving authorities of the work carried out by him for the purpose of compliance with the necessary regulations. The contractor shall also supply the necessary drawings /documents for submitting to the approving authorities.

19. Statutory obligations

It shall be the exclusive responsibility of the contractor to comply with all statutory obligations / formalities and make contributions to the concerned statutory authorities in connection with Sales tax, PF act, ESI Act and any other statute for the time being in force. The Owner shall have absolute powers to recover from the Contractor any sum paid by the former to any statutory authorities on behalf of the Contractor.

20. Materials

All materials to be used in the installation shall be of the best quality conforming to the relevant IS specifications. They must be products of reliable manufactures of many years standing. All like parts of materials shall be interchangeable. Sample of material wherever required should be approved by the Consultant before supply at site.

21. Materials supplied by the Owner

All materials supplied by the owner should be inspected and verified by the contractor prior defects prior to installation. It is the responsibility of the Contractor to inform the Consultant immediately in case any of the material are found defective. The items supplied to the Contractor should be checked and confirmed to be strictly as per the requirements. Discrepancies if any shall be immediately informed to the Consultant without delay.

22. Stores and materials

Safe custody of the materials brought at site shall be Contractor's responsibility till the installation is taken over by the Owner after successful testing & commissioning. However a space may be provided by the Owner on intimation well in advance before receipt of material at site. The contractor shall make his own arrangements for the accommodation of his staff, materials, tools etc.

23. Make and other details of materials

The contractor shall furnish a list of makes selected from the list of 'Approved makes' indicated in the tender as well as other details of various materials he proposes to use for the work and this should be subject to the approval of the Architect/Consultant. Consultant at their discretion may change (add or delete) in such list during the execution of the contract.

24. Undertaking for quality of workmanship & material

An undertaking should be carried out by the Contractor for the quality of the total work and good workmanship. The contractor should possess all the tools and testing instruments required to execute, test and commission the installation. The Contractor is liable to fully co-operate with the Consultant and the Owner during the entire period of contract.

25. Increase/ decrease of tendered quantity

Owner will have the right to increase or decrease the tender quantity depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions.

26. Inspections of materials

The contractor shall make all arrangements for inspection of materials/ equipment by the owner's officers at the manufacturer's factory, if required free of cost. Necessary trained manpower and equipment for testing shall be provided.

27. Period of final measurement

The final measurement shall be done within 15 days from the date of completion of the work which has to be informed to the Owner/Consultant.

28. Work Programme

A detailed Programme for the execution of the work shall be prepared by the contractor and submitted to the Consultant within 7 days from the date of issue of work order.

29. Site Co-ordination

The contractor should co-ordinate with all the other contractors at the site so that conflicts are foreseen in advance. The work Programme at the site should be prepared in advance and planned based on the completion date mentioned. If any information / work front / drawings are not available at the time of carrying out the work, these are to be informed to the owner immediately.

30. Completion of work

As per the NIT, the time allowed for completion of entire work consistent with magnitude and urgency of work as specified. The time allowed for carrying out the work as entered in the contract is reckoned from the date on which the orders to commence the work are given to the contractor.

31. Extension of time

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Owner, and the Owner shall if in his opinion reasonable grounds to be shown therefore, authorize such extension of time, if any, as in his opinion be necessary or proper.

32. Compensation for delay

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for the delay which is specified in the Tender Particulars.

33. Co-ordination with other agencies

Generally more than one agency is working at the same premises. It shall be the aim of agencies that on their account the work of the other agencies is not delayed. Full co-ordination and co-operation shall therefore be extended by the Contractor to other agencies working in the site during the execution of the work to ensure prompt and quality work.

34. Sublet

The contractor shall notify the owner in writing of all subcontracts awarded under this contract if not already specified in his tender. Such notification, in his original tender or later shall not relieve the contractor from any liability or obligation under the Contract.

35. Performance review

In order to review the performance of the work and to suggest the suitable corrective measures, review meetings will be conducted by the owner at site or wherever convenient. The contractor should attend such meetings without fail.

36. Insurance to Staff

The Contractor shall also take insurance for all his staff and workers working at the site against injury, loss of life, etc., and also for materials against damages, theft, fire, etc. No claim of compensation to staff /workers/materials will be entertained in this regard. The Contractor shall indemnify the Owner against all such claims.

37. Terminate the contracts at any time

The Owner shall be entitled to determine and terminate the contracts at any time should, in the Owner's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever in which case the value of approved materials at site and of work done by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the Owner of such determination and the reason therefore shall be conclusive evidence thereof.

Should the contract be determined and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the works, the owner shall admit and consider such claims as deemed reasonable and are supported by vouchers to the satisfaction of the Owner. The 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 work in full but which he might have derived from the execution if the work in full but which he did not derive in consequence of determination of contract. The Owner's decision on the necessity and propriety of such expenditure shall be final and conclusive.

Termination of contract owing to default of contractor, if the contractor should:

- a. Become Bankrupt or insolvent,
Or
- b. Being a company or individual go into liquidation,
Or
- c. Have an execution levied on his goods or property in the works.
Or
- d. Abandon the contract.
Or
- e. Persistently disregard the instructions of the Owner or contravene any provision of the contract.
Or
- f. Fail to adhere to the agreed Programme of work within the stipulated period.
Or
- g. Fail to remove materials from the site or to pull down and replace work after receiving from the Owner notice to the effect that the said materials or works have been condemned or rejected,
Or
- h. Fail to take steps to employ competent or additional staff and labour as required for supervision of these conditions as suggested by the owner.
Or
- i. Fail to afford the Owner's representative facilities for inspection the works or any part thereof as required,
Or
- j. Fails to attend review meetings arranged by the owner.

COMMERCIAL TERMS & CONDITIONS - CONFIRMATION SHEET

(To be filled in by the tenderer)

Tenderer has to provide all the deviations in the commercial terms and conditions, if any, below. Any deviation in the terms and conditions, mentioned here only will be considered for evaluation.

FORMAT FOR 'AGREEMENT'

(ON NON-JUDICIAL STAMP PAPER OF Rs. 100.00)

THIS AGREEMENT made in day of 2019... between (*Name and address of Owner*) (hereinafter called "the Owner") of the one part and (*Name and address of Contractor*) (hereinafter called "the Contractor") of the other part:

WHEREAS the Owner invited tenders for the execution of work viz., (*Brief description of work*) and had accepted a tender submitted by the Contractor for the work in the sum of (*Contract price in words and figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) Tender Document No..... dt.....submitted by the Contractor.
 - b) Schedule of quantities with accepted rates.
 - c) Terms and conditions
 - d) Makes of items.
 - e) the Owner's Work Order.
3. Whereas the Contractor has agreed with the Owner for the performance of the work in conformity with the Tender Conditions, Schedule of quantities and Rates and Drawings
4. In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Owner to complete the work and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Owner hereby covenants to pay the Contractor in consideration of the execution of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Total contract price : Rs.

Time of completion :

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (for the **Owner**)

in the presence of:

Signed, Sealed and Delivered by the
said (for the **Contractor**)

in the presence of

Tender Schedule

Item No.	Qty	Description of work	Unit	Rate	Amount
1	25 Nos	Demolishing old vitrified floor tile manually / by mechanical means including disposal of unserviceable materials within 50 meters lead as per direction of Engineer-in-charge. Man Mazdoor	each		
2	600 m2	Supplying & laying vitrified floor tiles in different sizes with water absorption less than 0.08% and conforming to IS 15622, of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4, including joint filling 3mm Glass Epoxy & matching pigments etc. complete. (RAK / KHAJARIA/ NITCO) Size of tile - 1800 x 1200mm	m2		
3	20 m2	Supplying & laying vitrified floor tiles in different sizes with water absorption less than 0.08% and conforming to IS 15622, of approved make for toilets in all colours & shades, laid on 20mm thick cement mortar 1:4, including joint filling with 3mm Epoxy & matching pigments etc. complete. Size of tile - 300 x300mm	m2		
4	60 m2	Supplying & laying Ceramic Wall tile on dry wall as approved by the Engineer-in-charge over 5mm thick bed of suitable adhesive including cost & conveyance. The joints filling with 3mm Epoxy & matching pigments etc. complete. Tile size - 600x600mm.	m2		
Total Amount					