



TENDER DOCUMENT

For

HOSPITAL BUILDING PAINTING

NS Memorial Institute of Medical Sciences

(Tender No. 255193/2024-25/NSMD/ NSMIMS)

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| Start date for issue of tender documents | - | 24-01-2024, 10.00 am onwards Closing |
| date for issue of tender document | - | 01-02-2024, upto 3.00 pm |
| Last date for submission of tender document | - | 01-02-2024, upto 4.00 pm |
| Date of opening of Tender | - | 02-02-2024, 10.00 am onwards |

SIGNATURE OF THE TENDER

NOTICE INVITING TENDER

No : 255193/2024-25/NSMD/ NSMIMS)

Dated:23-01-2024

Competitive Sealed item-rate tenders are invited by the undersigned for and on behalf of **NS MEMORIAL INSTITUTE OF MEDICAL SCIENCES ,PALATHARA, KOLLAM-20** in two separate sealed covers with the following headings super scribed on them **Prequalification Documents for Hospital Building Painting at Palathara, Kollam” Priced Tender for Hospital Building Painting at Palathara, Kollam”** from eligible painting contractors with necessary expertise in painting and necessary financial resources, so as to reach the under signed on or before the time and date specified below .The details regarding the work may be obtained from office of hours, from 9 am to 5 pm **M/s NS MEMORIAL INSTITUTE OF MEDICAL SCIENCES, Palathara, Kollam.691020.**

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| 1 Name of work | : Hospital Building Painting |
| 2. Proposed Contract Value | : 20,00,000.00 |
| 3. Cost of Tender Document | : 1000.00 |
| 4. Location of work | : NS Memorial Institute of Medical Sciences, Palathara, Kollam. |
| 5. Period of Completion of work | : 1 Month |
| 6. Last Date & Time of receipt of Tender | : 01-02-2024,3 PM |
| 8. Earnest Money Deposit (EMD) | : 50000.00 |
| 9. Date of opening Tender (Technical Bid) | : 02-02-2024,10 AM |

Contractor

Secretary

Pre-Qualification Criteria - Documents Required (Documentary Proof to be submitted)

1. The tenderer should have an annual turnover of Rs 1 cores each in the previous three financial years
2. The tenderer should have completed at least one single Painting Contract of Rs 25 lakhs during the previous three financial years(completion certificate required)
3. Earnest Money Deposit for Rs:-50000./- (DD in favor of Kollam District Co-operative Hospital Society)
4. Bio data of the Partners / Directors, key personnel along with details regarding the works executed during last 2 years
5. Audited balance sheet of the firm for the previous financial year.

On the Date of opening the cover containing technical bids will be opened and Bid security submitted will be verified. The list of bidders who submitted bids will be announced through a Minutes of meeting. The evaluation of bids will be conducted as per Clause 5 of Instruction to bide

6. EMD's of unsuccessful tenderers shall be returned within a week of opening of the tender and that of the successful tenderer on issuance of the work order
7. The undersigned reserves the right to reject any or all tenders without assigning any reasons thereof.

Part I- INSTRUCTIONS TO THE BIDDERS

1.GENERAL

1.1. Scope of the Bid

1.1.1. NS MEMORIAL INSTITUTE OF MEDICAL SCIENCE Invites bids from contractors registered with Kerala Public Works Department or Central PWD or Other Central or State Government Departments or State or Central Public Sector Undertakings or other registered company etc. for the Work detailed in the Notice Inviting Tender (NIT).

- 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 plura 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 NS MEMORIAL INSTITUTE OF MEDICAL SCIENCES,PALATHARA,KOLLAM-20. Employer will carry out its functions and obligations through appointed officers who have been delegated powers for the same.
- f) The “Tender Inviting Authority”, “Accepting Authority” and the “Agreement Authority” mean the authority 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 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.
- h) The bid invited shall be of item rate contract.

1.2. Eligible Bidders

- 1.2.1. A Bidder shall be a registered contractor with Kerala Public Works Department or Central PWD or Other Central or State Government Departments or State or Central Public Sector Undertakings etc. in the required category as specified in the NIT.
- 1.2.2. The Bidder shall have successfully completed at least one similar work costing more than 25 lakh described in the NIT during the last three years. A certificate to this effect from the agreement executing authority of the completed similar shall invariably be submitted along with the tender documents failing which the tenders will not be accepted. The certificate should contain the details such as name of work, agreement number, estimated cost, Contract Price, date of start and completion as per agreement, completed amount of work etc.
- 1.2.3. The bidder should have a minimum annual turnover of Rs 1 Crores in the three previous years.

- 1.2.4. Bidder should have a profit making firm for the last three financial years.
- 1.2.5. Only those Bidders having a valid and active registration, on the date of bid submission, shall submit Bids.
- 1.2.6. 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.
- 1.2.8. **In addition to the eligibility criteria detailed in the Notice Inviting Tender (NIT), eligibility criteria detailed in the Prequalification document shall apply for evaluation for pre-qualification. The Price bids of pre-qualified Bidders shall only be opened.**
- 1.2.8. A firm/Bidder shall submit only one bid in the same bidding process, either individually as a Bidder or as a partner in a joint venture or consortium. 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.
- 1.2.9. Joint ventures, Consortiums Partnership firms of two or more registered contactors are permitted subjected to the conditions set out in the pre-qualification criteria.
- 1.2.10. The Bidder shall bear all costs associated with the preparation & submission of its bid 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.

1.3. Site visit

- 1.3.1. 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.

2.1. Content of Bidding Documents

- 2.1.1. The bidding documents shall consist 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, agreement format
- f) Bill of Quantities

- 2.1.2. 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 and Pre-Bid meeting

2.2.1. A prospective Bidder requiring any clarification of the bidding documents shall contact the office of the Tendering Authority on any working day between 10 am and 5pm.

2.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and inform the bidder through, corrigendum in pursuance to clause 2.3 of this bid document. Meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- a) Minutes of the meeting including the text of the questions raised and the responses given together with any responses prepared after the meeting will be published and intimated as corrigendum.
- b) Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by the Tender Inviting Authority exclusively through the issue of an addendum.
- c) Non-attendance at the pre-bid meeting will not be cause for disqualification of a Bidder.
- d) Nonattendance at the pre-bid meeting will not be cause for escape from any bid requirements whatsoever.

2.2.3. A Pre Bid Meeting shall be conducted

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 addendum.

2.3.2. Any addendum thus issued shall be a part of the bidding documents. If the addendum thus published does involves 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 BID

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 bid submitted by the Bidder shall comprise the following

a) Bid Security.

b) Duly filled-complete Bid document with all the required certificates copies in the appropriate covers as required in the Bid

c) Copy of Registration Certificate, experience certificates, Bank certificates etc. duly attested.

d) Priced Bill of Quantities

3.2.2. The relevant CPWD/MoRTH specifications, ASTM and other relevant codes, BIS/IS codes , relevant sections of the National Building Code, 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.

3.2.4. The EMD, PQ documents, and financial Bid shall be in three independent sealed covers.

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 figures. In the price BOQ, for some items provided with 'RO', the bidder shall quote rate only, that rate quoted shall not be considered for evaluation purpose. Contractor has to operate such items if required during the execution as per the direction of Engineer in charge.

3.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, scaffolding 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 prescribed as per the relevant codes and practices.

3.3.5. All taxes except GST shall be payable by the Contractor in respect of this. However, in respect of GST, 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 quoted by the contractor. The bid prices shall also cater for any change in tax pattern during the tenure of work. No material will be issued by the employer for executing the building works under this contract. The rates and prices quoted by the Bidder shall remain firm during the entire period of contract.

3.4. Bid Validity

3.4.1. Bids shall remain valid for the period of 120(one hundred and twenty) days from the date of opening of the Price Bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

3.4.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer 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 his 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 his bid security for the period of the extension and in compliance with Clause 3.6 in all respects.

3.5. Bid Security

3.5.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT).

3.5.2. The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after finalization of the tender as per clause 3.6.3.

3.5.3. The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Guarantee and signed the agreement. 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 Sign the Agreement or Furnish the required Performance Guarantee or the Bid Security deposited with the Employer will not carry any interest.

3.6. Alterations and additions

3.6.1. 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 initialled by the person or persons signing the bid.

3.6.2. The bidder shall not attach any conditions of his own to the bid. The tender 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 BID

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 or joint venture/consortium, 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.

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. 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 a 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 this 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, and qualification of the Bidders; 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, it shall do so in writing.

- Examination of Bids, and Determination of Responsiveness During the detailed evaluation of Technical Bid, the Tender Inviting Authority will determine for each Bid.

- a. meets the eligibility criteria as required in the NIT;

- b. meets the qualification criteria in accordance with the provision of NIT; and

- c. Is accompanied by the required bid submission fee/ bid security and the required documents and certificates.

5.3.3. 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.

- a) which affects in any substantial way the scope, quality, or performance of the Works;
- b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids

5.3.4. 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.

5.3.5. Non submission of legible or required documents or evidences may render the bid on-responsive.

5.3.6. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Tender Inviting Authority will evaluate bid and finalize list of responsive Bidders.

5.3.7. The Price Bids of the technically responsive and pre-qualified Bidders shall only be opened. At the time of opening of "Price Bid", Bidders, whose Technical Bids were found responsive, can be present, if they desire so.

5.3.8. The Tender Inviting Authority shall be resort to any negotiation on the Bids submitted by the responsive Bidders. The rates quoted by the Bidders are not final and can be changed during negotiation if the employer desires so.

PART II GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. Employer means NS MEMORIAL INSTITUTE OF MEDICAL SCIENCES. 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. Engineer means the authorized officer who have been delegated powers by the employer for supervising the work assigned.

1.4. Engineer's Representative means Overseer or other subordinate staff posted to assist the Engineer, supervise execution and to maintain documents.

1.5. Contract is the agreement between the Agreement Authority and the selected Bidder to execute, complete and maintain the Work.

1.6. 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.

1.7. Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the contract.

1.8. Contract Data defines the documents and other information which comprise the contract.

1.9. 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 there in in accordance with the provisions of Contract.

1.10. Bill of Quantities means the priced and completed Bill of Quantities forming part of the bid.

1.11. 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.

1.12. Drawings means all drawings, calculations and technical information related to the Work provided by the Engineer from time to time to the Contractor under the Contract.

1.13. Letter of Acceptance or selection notice means intimation issued by the accepting Authority as formal acceptance of Bid by the Employer.

1.14. Date of commencement means the date of handing over the site to the Contractor.

1.15. 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.

1.16. 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 Department. In case of defects liability period the works shall be finally taken over after completion of defects liability period.

1.17. Quality control tests means all relevant tests prescribed by the respective code and manual applicable to the Work which are to be made and passed before final bill is presented for payment.

1.18. A Defect is any part of the work not completed in accordance with the contract.

1.19. Defects Liability Period is the period named in the Contract Data and calculated from the date of completion.

1.20. Plant is any integral part of the works which is to have a mechanical, electrical, electronic or biological function.

1.21. Equipment means contractor's machinery and vehicles brought temporarily to site for execution of the Work.

1.22. 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.

1.23. Materials means all supplies, including consumables used by the contractor for incorporation in the works.

1.24. Works are what the Contract requires the contractor to construct, install and run over to the Employer as defined in Contract Data.

1.25. Days are calendar days, month's calendar months.

1.26. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:

a. Bureau of Indian Standards/National building code 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.

1.27. Words importing singular only shall also include the plural and vice-versa where the context so requires.

1.28. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether in corporate or not.

1.29. 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.

1.30. "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.

1.31. 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 approved by the Engineer. 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.

2. SITE

2.1. 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 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.

2.2. 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-in charge. The Engineer-in-charge 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.

2.3. The proposed construction site is very actively functioning hospital. The contractor has to ensure protective measures.

3. NATURE OF CONTRACT

3.1. 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 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 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 the Contractor's establishment, infrastructure, overheads & profits, establishing site laboratories, first tier quality control tests, Providing site officer facilities for the Engineer and their staff rectifications including that necessitated during the course of work 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 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 and 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.

3.2. No adjustment of the prices shall be allowed during the period of the contract unless otherwise stated.

4. PATENT RIGHTS AND ROYALTIES

4.1. 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.

5. VARIATION OF QUANTITY

5.1. 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 any extent of the agreed quantity or quantities.

6. Insurance

6.1. 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.

6.2. 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.

6.3. If the Contractor does not provide any of the policies and certificates required, the Engineer-in charge may affect 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.

6.4. Alterations to the terms of insurance shall not be made without the approval of the Employer.

6.5. Both parties shall comply with any conditions of the insurance policies.

6.6. 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.

6.7. 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.

6.8. 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.

7. Liability for accidents and damages

7.1. 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.

8. Time of Completion.

8.1. Time: “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.

8.2. Completion Period: The Date of commencement will be the date of site handover or the 2nd 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 or milestone achievement 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. stipulated completion period or milestone achievement 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.

8.3. 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.

8.4. 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.

8.5. The contractor has to resubmit the acknowledgement form duly signed within three days of receipt and commence the works.

8.6. Unless otherwise decided by the agreement authority, 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.

8.7. 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.

8.8. 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.

9. Termination, suspension, cancellation & foreclosure of contract

9.1. 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, assigns 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.

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

9.3. 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.

9.4. 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 organisation, 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 Agreement Authority 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 Employer 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 Employer 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.

9.5. 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. There on.

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, equipment's and any other property of contractor utilised for the work shall be taken on charge by the Department after combined survey with the Contractor or his authorised representative. If Contractor or his authorised representative is not appearing for combined survey after one week of giving notice, inventory shall be prepared by the Department in his absence and the Contractor is bound to accept the s 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.

9.6. 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 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 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 price.

9.7. 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 part 4.19.7 (b), (c) and (e) above, 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 labor 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.

10. Release of information

10.1. 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.

11. Completion of contract

11.1. 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.

12. Engineer's decision

12.1. In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

12.2. 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 NS 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.

13.3. The Engineer's decision and the filing 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.

13. Rates for the extra, additional, altered or substituted items

13.1. 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 with approval and the onus shall be on the Contractor to obtain such prior written consent of the Employer.

13.2. There shall be an order in writing to execute the extra item of work duly signed by the Agreement Authority before its commencement.

13.3. 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.

13.4. 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.

13.5. The rates for extra items shall be worked out as below.

- a. 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 employer 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.

b. 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 market rate, shall be taken.

c. 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 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 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.

d. 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 department shall within one month thereafter determine the rate on the basis of the market rate giving consideration to the rate claimed by the contractor, after applying the tender deduction except on cost of departmental material.

14. Governing law

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

15. Standards of conduct:

15.1. 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.

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

a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) 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.

c) 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.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) 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. 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, and Runways etc. are scheduled employments.

f) 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.

g) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training an promotions etc.

h) Payment of Bonus: Minimum bonus shall be paid as per the State

Government rules prevailing during the time of work.

i) 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.

j) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

k) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

l) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry. Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more interstate migrant workmen through an intermediary (who has recruited workmen in one state foremploymentintheestablishmentsituatedinanotherstate).TheInter-State

migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and bucket.

n) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 1% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First- Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

o) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

16. Safety Equipment & Personnel:

16.1. The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Work management team, his own staff, staff of its sub contractors and Engineer, Engineer's Representative. 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.

17. First Aid Facilities:

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

18. Labour regulations:

18.1. 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 there to 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 licence 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 licences until the completion of the Work.

18.2. 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 Labor (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 fair 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.

18.3. 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.

18.4. 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,

18.5. (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.

18.6. 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

19. Safety/Site Conditions:

19.1. 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 fulfil 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.

19.2. 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 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.

19.3. Additional Safety Regulations: The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards

and shall protect the Employers /Engineer-in-Charges 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 Engineer. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

- a) 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.
- b) An adequate number and type of fire extinguishers and sand buckets shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.
- c) The Contractor and its employees, labourers and subcontractors shall strictly obey all "No Smoking" restrictions.
- d) The Contractor shall not operate or use or manipulate utilities already established at the Site without the Engineer- in-Charge's prior written approval.

19.4. Safety with regard to site and housekeeping:- The contractor shall depute a dedicated team of adequate number of worker under the responsibility of the Safety In charge for carrying out the safety and housekeeping work at site on daily basis. Following shall be ensured by the Contractor and his safety & housekeeping team:

- a) The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- b) When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used and a barricade shall protect the area. Safety nets and appropriate catchments provisions shall be provided at suitable levels so as not to allow any material to fall on the ground.
- c) Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating nuisance.
- d) Care shall be taken not to block any door, passageway, and safety exit, firefighting equipment, or safety equipment with materials or equipment.
- e) Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking in the site, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence. The stacking of materials shall be organised on daily basis.
- f) When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Engineer-in-Charge for scheduling to minimize any nuisance in the occupied area.
- g) All critical and dangerous locations / areas at site shall be marked with caution signs, indications and directions in the form of well-designed and uniform signage, the design of signage shall be approved by the Engineer-in- Charge.

19.5 The contractor should provide required no.of male and female clean toilets along with every day drinking water facility for the labour

20. Child Labour:

20.1. The Contractor shall not employ any labour less than 18(eighteen) years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted at the Site.

21. Overtime work

21.1. If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Engineer-in-Charge in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work (except supervision expenses incurred by the Employer) shall be borne by the Contractor.

22. Settlement of disputes

22.1. 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 through arbitration as per the Arbitration and conciliation Act 1992.

TENDER PARTICULARS

| | | |
|-----|---|--|
| 1. | Name and address of owner | N. S. Memorial Institute of Medical Sciences, Palathara, Thattamala P.O, Kollam - 691 020 |
| 2. | Name of work | HOSPITAL BUILDING PAINTING |
| 3. | Site of work | Kollam. |
| 4. | Completion period | 30 Days. |
| 5. | Type of tender | Item Rate Tender |
| 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 | 120 days. |
| 9. | Warranty/defects liability period | 12 months. |
| 10. | Earnest money deposit (EMD) | 50000.00 |
| 11. | 'Security Deposit' during execution of work | 5% of the total contract value in the form of Bank Guarantee or Demand Draft. |
| 12. | Payment terms | Total work will be completed. |
| 13. | Retention amount | No |
| 14. | Deductions | All statutory deductions will be made from each bill. |
| 15. | Payment | Total work will be completed |
| 16. | 'Performance Security' during warranty period | 5% of the total executed value in the form of Bank Guarantee or Demand Draft. |

N.S Memorial Institute of Medical Sciences
(A unit of Kollam Dist. Co-operative Hospital society Ltd.,No.Q.952)

WORK NAME: **HOSPITAL BUILDING PAINTING**

| |
|-------------|
| 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.

Tender Invited Authority: - Maintenance Section in NSMIMS

| Sl No | Description of work | Quantity | Unit | Unit Rate | Amount figure | Amount in words |
|-------|--|----------|------|-----------|---------------|-----------------|
| 1 | <p><u>Exterior Painting(Up to 0 to 34 m)</u> Wall painting with plastic emulsion paint of approved brand and manufacture to given an even shade –Two or more coats on exciting work. Two or more coats of approved brand and manufactures Asian Paints/Berger paints/ICI dulux or equivalent as specified by the Engineer for outer wall surface. The rate includes cost of material ,Labour, Scaffolding and all incidental charges.</p> | 6500 | M2 | | | |
| 2 | <p><u>Exterior Painting(Up to 0 to 34 m)</u> Wall painting with plastic emulsion paint of approved brand and manufacture to given an even shade –one coats on exciting work. One coat of approved brand and manufactures Asian Paints/Berger paints/ICI dulux or equivalent as specified by the Engineer for outer wall surface. The rate includes cost of material, Labour, Scaffolding and all incidental charges.</p> | 6000 | M2 | | | |
| 2 | <p>GI Stair Case Painting Supply and application two or more coat polymer based high performance corrosion protecting epoxy coating on all surface of GI stair case. Epoxy paint of Asian paint, Berger, Nerolac and National paints etc. It should be applying after smoothing surface, removing of corrosion by scraper, wire brush, sand paper etc. Including using of approved putty filling on</p> | 120 | M2 | | | |

| | | | | | | |
|--------------|--|-----|----|--|--|--|
| | cracks .If necessary: on steel or other metal surface: The rate includes cost of material ,Labour, Scaffolding and all incidental charges. Note-measurement will be taken us per pwd rule). | | | | | |
| 3 | Finishing with enamel paint (Two or more coats) at all locations prepared and applied as per manufacturers specifications and prepared of surface etc. on window. | 180 | M2 | | | |
| Total Amount | | | | | | |

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|---|
| <p>TOTAL AMOUNT FOR TWO WORK IN FIGURE:-</p> <p>TOTAL AMOUNT FOR TWO WORK IN WORDS:-</p> <p style="text-align: right;">(Signature for Contractor)</p> |
|---|