

**Cochin Co Operative Hospitals Society Ltd No: E 288,  
Kadavanthra, Kochi 682020**

**TENDER DOCUMENT FOR REMOVAL OF OLD LIFT AT INDIRA  
GANDHI CO OPERATIVE HOSPITAL, Kadavanthra, Kochi**

**Tender No. : CCHS/CM/T/2021/02/01**

**Secretary, Cochin Co Operative Hospitals  
Society Ltd No: E 288, Kadavanthra, Kochi  
682020**

**PART –I TECHNICAL BID**

Submitted by:  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_

## Important Notice

### **THIS TENDER DOCUMENT IS NOT TRANSFERABLE.**

This document is the property of Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020. It should not be copied, distributed or recorded on any medium (electronic or otherwise) without written permission. Use of contents given in this document, even by the authorized personnel/agencies for any purpose other than that specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The bidder must quote for all the items asked for, in this tender/ Request for Proposal.

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by Cochin Co Operative Hospitals Society. Cochin Co Operative Hospitals Society will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## CONTENTS

<b>S. No.</b>	<b>Description</b>		<b>Page No.</b>
1.	APPENDIX SHOWING IMPORTANT SCHEDULES		4
2.	Section - I	Invitation to Tenderers	5
3.	Section - II	Instructions to Tenderers	12
4.	Section - III	General Conditions of Contract	14
5.	Section - IV	<b>Special Conditions of Contract</b>	26
6.	Section - V	Details of the Bidder	28
7.	Section - VI	Technical Specifications	30
8.	Annexure - A <b>TECHNICAL PARAMETERS</b>		34
9.	Annexure - B <b>Equipment Details to be furnished by Tenderers</b>		37

**FINANCIAL BID** (separately given)

Schedule of Quantities

Drawings of Premises where lift is to be installed (separately given)

### **APPENDIX SHOWING IMPORTANT SCHEDULES DESCRIPTION OF WORKS**

1.	Quotation Based on	Item Rate Tender
2.	Total tender amount	Rs. 100000/- (Rs. One Lakh for the purpose of Tender only)
3.	Cost of tender document	Rs 200/- +GST (Non-refundable)
4.	Sale of tender (Date)	05/03/2021 to 20/03/2021 from 11:00 AM to 3:00 PM
5.	Pre-Bid Meeting	17/03/2021 at 11:00 AM
6.	Last Date of Bid Submission	20/03/2021 Up to 3.30 pm and technical bid will be opened on 20/03/2021 at 4.00 pm.
7.	Earnest money	Rs. 1500/-
8.	Date of commencement	Within 10 days of letter of award from the Client
9.	Period of completion	30 Days from date of Work Order (For supply, installation work, testing and commissioning).
10.	Liquidated Damages	Rs. 1,000/- per day to the maximum of 10% of contract Value.
11.	Period of final measurement	Within one month after completion of work.
12.	Payment Terms	10% of Contract value on execution of agreement 30% of contract value on dismantling of equipment 40% of contract value on removal of lift doors, controls and machine from machine room. 10% of contract value on completing the removal of frames fixed in the lift well. Balance 10 % on certification by the Architect on successful completion.
13.	Retention amount	Security deposit shall be deducted from each running bill and the final bill to be the extent of 10 percent of the gross amount payable. The earnest money deposited shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.
14.	Tax deduction at source	As per prevailing rates from each bill.
16.	Mobilization Advance:	As mentioned in the payment terms
17.	Undertaking	The bidder should have to give an undertaking that they will carry out the works without disturbing the functioning of the hospital in any manner.
18.	Corrigendum	The corrigendum related to this tender, if any, will be published on Indira Gandhi Co Operative Hospital's website only.

## SECTION - I INVITATION TO TENDERERS

1.1 Sealed tenders in two bid system (Technical & Financial) are invited from established experienced contractors/Manufacturer/Dealers/Distributors/Suppliers, having sound financial position, by the The Secretary,

S. No.	Name of Work	Estimated of Work (Rs.)	Time of Completion
1.	REMOVAL OF OLD LIFT , KEEPING THE REMOVED LIFT SAFELY AND IN GOOD CONDITION AT A PALCE DIRECTED BY THE OWNER AT INDIRA GANDHI CO OPERATIVE HOSPITAL, Kadavantra, Kochi	1 Lakhs	30 days

2 The tender document containing terms and conditions including Technical and Financial Bid etc. can be obtained from our office, INDIRA GANDHI CO OPERATIVE HOSPITAL, Kadavantra, Kochi from Monday to Friday except Saturday, Sunday & Holiday between the dates as mentioned in the tender document.

The tender documents can also be downloaded from our website [www.igchkochi.com/](http://www.igchkochi.com/). If downloaded from website, then the contractor has to attach a demand draft for the cost of tender document from a Scheduled Bank shall be paid in favour of **Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020** as cost of Tender documents along with EMD failing which tender will be rejected

**Pre-bid conference:** There shall be a pre-bid conference at INDIRA GANDHI CO OPERATIVE HOSPITAL, Kadavantra, Kochi as per the schedule, to obtain clarification if any from the client. The points, if any, emerged out from the discussion shall be published in our website and the same shall form part of the tender and subsequently the agreement. Only those contractors will be allowed to attend the pre-bid conference who have purchased the Tender Document .Those who have downloaded the tender documents shall submit the DD for the cost of tender document from a Scheduled Bank shall be paid in favour of **Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra**, in the office of Secretary, **Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020** prior to attending the pre bid meet.

### 3.1 Eligibility Criteria

- a. The tenderers must satisfy themselves that they have adequate experience of Removal of Lift within the stipulated time schedule. They should produce documentary proof of satisfactory completion of at least one job of similar nature costing not less than Rs 1 lakhs or two jobs of similar nature, costing not less than Rs 50000/- each in last five years from the date of advertisement with complete details, name, address & phone nos. of clients etc. Similar jobs means removal of lift and reassembling it at a suggested place.
- b. Demand Draft for the cost of tender document from a Scheduled Bank shall be paid in favour of "The Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020" Payable at Ernakulam.
- c. Demand Draft from a Scheduled Bank in support of having paid the earnest money in favour of "**Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020**" Payable at Ernakulam.
- d. Copy of Permanent Account Number (PAN)
- e. Copy of GST number
- h. Details of projects in hand with name of clients, addresses & phone nos.
- i. Bid proposal form as given in tender document duly filled up and details enclosed.

The tender shall also guarantee, among other things, the following:

1. Quality and strength of materials used.
2. Safe electrical and mechanical stresses on all parts of the equipment/instrument/  
item under all specified conditions of operations.

Onsite satisfactory operation for a period of not less than one year from date of handing over.

- j. Tenderers must submit their offer as per the format given. Deviations if any may be brought out clearly / specifically in the given format

3.2 The "Financial bid" shall be contained in a closed sealed **envelope no. 2 super-scribed as "financial bid"**. The financial bid shall contain duly filled in by the intending tenders. This shall form the part of the agreement.

3.3 Both the sealed envelopes of "Technical bid" and "financial bid" should be kept in **envelope no. 3** sealed and subscribed with the name of work on the top of envelope shall be deposited in the office of The Secretary, Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 on or before at the stipulated date & time mentioned in the tender document. The tender received in any manner other than prescribed above shall be summarily rejected. The Cochin Co Operative Hospitals Society Ltd No: E 288 will not accept any responsibility for the tender lost in transit.

- 3.4 At first instance technical bid shall be opened on the stipulated date & time mentioned in the tender document. The technical bid will then be evaluated on the basis of documents/information furnished as also if necessary, after physical examination of the tender office/workshop & projects successfully executed by them. The criteria followed by the company will be at its sole discretion and will not be open to question. The contractors who shall qualify in the technical bid will only be eligible for the opening of their financial bid. On any stage during the contract period, if the documents submitted by the bidder found to be fake then the EMD, Security Deposit, Retention amount and any other due amount, if any, will be forfeited, legal action will be taken against firm/bidder and firm/bidder will be blacklisted.
- 3.5 Date of commencement of the work shall be reckoned from the day of award of work.
- 3.6 The work as detailed in this tender shall be executed and completed in all respects in accordance with the Tender documents, which includes instructions to tenders, General conditions of contract, special conditions of contract, schedule of Quantities, list of approved materials and Drawings to complete satisfaction of the Architects and the Employer.
- 3.7 The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before said period or makes any modifications in terms & conditions of the tender which are not acceptable by the company, then the company, shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money as aforesaid.
- 3.8 The Earnest Money will be refunded without any interest to all the unsuccessful tenderer after the award of the work subject to the relevant provisions in the tender documents.

### **3.9 PERFORMANCE CUM WARRANTY GUARANTEE BOND**

The successful bidder shall furnish a Bank guarantee equal to 10% of cost of the work executed valid for 12 months or 10% Security Deposit shall be deducted from the bill for the guarantee period after testing, commissioning and handing over all equipment. This agreement is not transferable and will continue in force for the period specified earlier unless terminated by the customer by giving one month notice in writing.

3.10 Total Security Deposited during execution of work shall comprise of deduction from interim & final bill @ 10% of the gross value of each bill. Or Performance Bank Guarantee @ 10% of the cost (inclusive of tax) for a period of 12 months as warranty from the date of completion and handing over.

3.11 The competent authority on behalf of the The Secretary, Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 reserves to himself the

right of accepting the whole or part of the tender and the tender shall be bound to perform the same at the rate quoted.

3.12 Canvassing whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form would be liable to rejection.

3.13 The tendering firms, in case the tender is a partnership firm, shall submit the tender signed by the partners. In the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney which shall be attached along with the tender and it must also disclose that the contractor is duly registered under the Indian partnership Act or not.

3.14 The tender shall unconditionally accept terms & conditions of the company. Conditional offer shall be summarily rejected.

**The Secretary**

**THE COCHIN CO OPERATIVE**

**HOSPITALS SOCIETY LTD NO: E**

**288, KADAVANTHRA, KOCHI**

**682020.**



## **STANDARD TENDER OFFER**

**THE COCHIN CO OPERATIVE HOSPITALS SOCIETY LTD NO: E 288,  
KADAVANTHRA, KOCHI 682020.,**

**Item Rate Tender & Contract for REMOVAL OF OLD LIFT , KEEPING THE REMOVED LIFT SAFELY AND IN GOOD CONDITION WITHOUT ANY DAMAGE at A PLACE DIRECTED BY THE CLIENT AT INDIRA GANDHI CO OPERATIVE HOSPITAL, Kadavantra, Kochi as per the specifications given in the tender document:**

### **TENDER**

I/We have read and examined the notice inviting tender, Schedule, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety days (90 days) from the due date of submission thereof and not to make any modifications in its terms and conditions.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of The Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020

On any stage during the contract period, if the documents submitted by the us are found to be fake then the EMD, Security Deposit, Retention amount and any other due amount, if any, will be forfeited, legal action will be taken against us and we will be blacklisted.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 and the same at the option of the competent authority on behalf of the The Secretary, Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

**Signature and Stamp of Contractor**

Postal Address

**Witness:**

Address:

Occupation

:

## SECTION-II: INSTRUCTION TO TENDERERS

- 1.1 Time is the essence of the contract and the tender are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Client/ Architects.
- 1.2 It shall be clearly understood that the rates quoted in the tender are to be for complete work at site as per instructions to tenderer, conditions of contract, special conditions of contract specifications, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract. The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever.
- 1.5 The tenderer shall use only the form issued with this tender to fill up the rates.
- 1.6 Every page of the tender shall be signed on the bottom of left hand side and any tender not so completed is liable to be treated as defective and liable to be rejected.
- 1.7 The successful tenderer will be notified about the acceptance of his tender by the employer and he will execute agreement within 7 (SEVEN) days thereof, failing which his tender would be liable to rejection with forfeiture of the Earnest Money and the employer would be at Liberty to award it to another tenderer.
- 1.8 The contract will be governed by the Indian Contract Act, Indian Sale of goods Act and all other relevant laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.
- 1.9 The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be exclusive of GST as applicable or any other tax or duty levied by any Government or Public bodies. The rates shall be firm and shall not be subject to cost escalation of labour and material and exchange variations, labour conditions or any other conditions whatsoever.
- 1.10 The employer does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
- 1.11 Tax deductions will be made as per the prevailing rates from the contractors on account bills.

## SECTION III - GENERAL CONDITIONS OF THE CONTRACT

### 1.1 DIRECTIONS REGARDING PROCEDURES

In construing these conditions, specifications and Contract Agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

- (a) "Employer/Client/Society "Shall mean The Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 and shall include its authorized representative/s, assign/s and successor/s.
- (b) "Contractor/bidder" means the person or persons, firm and company whether incorporated or not, employed as Contractor or manufacturer or dealer or distributor or wholesaler or supplier by the Client for undertaking the work and shall include their representatives, successors, legal heirs and permitted assigns.
- (c) "Consultant/Architect" Shall mean M/S Sankalp Architects, Kochi, whose office is situated at M/S Sankalp Architects, Kochi,1<sup>st</sup> Floor, Parappilly House, Fathima Church Road, Elamkulam, Kochi 682020 (and shall include his authorised representative) or in the event of his death or termination of his services by the Employer in his sole and unqualified discretion, such other person/persons as shall be provided always that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Architect specified here in unless otherwise approved by the Employer.
- (d) "Project Manager" Shall mean the accredited representative of the client and shall be over all in-charge of the work. He shall administer the contract as per contract Agreement conditions.
- (e) "Contract" Means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of The Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020 and the Contractor, together with the documents referred to therein including these tender document, pre-bid clarifications, corrigendum, conditions, specifications, designs, drawings and instructions issued from time to time by the Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020. Or the consultant and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- (f) In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them.
- (g) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction/installation, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- (h) The **site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which be allotted or used for the purpose of carrying out the contract. The site of works will be at addresses mentioned in the tender document.
- (i) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- (j) **Tendered Value** means the value of the entire work as stipulated in the letter of award of work.

## 1.2 General

The work shall be carried out strictly in accordance with the specifications of materials and workmanship given hereunder. In case of any discrepancy, the following order of preference shall be followed:

### 1.2.1 Consultant/Architects Status and Decisions

(a) **Status:**

The Architects shall have general supervision and direction of the work. He has authority on behalf of the Employer to stop the work whenever such stoppage be necessary to ensure the proper execution of the work. The architect shall be the interpreter of the conditions of contract and the judge of its performance subject to the approval of the Project Manager.

(b) **Decisions:**

The Architect shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion direction of the Architect with respect to all or any of the following matters shall be referred to the Project Manager and decision so taken shall be final & binding to the contractor.

- i) The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
  - ii) Any discrepancy in specifications.
  - iii) The removal and / or re-execution of any work by the contractor.
  - iv) The dismissal from the work of any persons employed therein.
  - v) The opening up for inspection of any work covered up.
  - vi) The amending the making good of any defects under defects liability period.
  - vii) Approval of materials and workmanship.
  - viii) The contractor to provide everything necessary for the proper execution of the work.
- (k) The authorities so conferred in the architect vide various clause above shall be subject to review of the Project Manager at any time whenever desired his decision shall binding under the contract.

(d) The employer shall be at liberty to take over the project at any time get the work executed directly under the supervision of Project Manager. The power vested in the Architect under this tender shall automatically be vested in the Project Manager thereafter.

(e) In the event of any dispute under this contract or between the Architect & the contractor, the speedier decision will be final in the matter. In case the contractor refer the matter to the Project Manager for speedier decision.

(f) Dismissal:

The contractor shall on the report of the architects immediately dismiss from the works within 24 hours any person employed thereof by him, who, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Architects.

### **1.3 Extent of Contract**

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the site any time and from time to time of the work material, falling his so doing the same be provided by the engineer-in-charge at the expense of the contractor and the expenses be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which be awarded in any such suit, action or proceedings to any such person or which with the consent of the contractor be paid to compromise any claim by any such person. In no case, the employer shall be as a party to any such claim/claims and the contractor shall indemnify the employer against any claim for any person on this account.

### **1.4 Sufficiency of Tender**

The contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the work and of his prices for the work and of his prices stated in the schedule, which shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

## **1.5 Assignment or Sub Letting of Contract**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the employer.

## **1.6 Power to make Alterations**

Architect shall have power to make any alterations or additions to the stipulated specifications, drawings, designs, and in striations that my appeal to him to be necessary or, advisable during the progress of the work and the contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which be given to him in writing signed by the Architect and such alterations shall not invalidate the contract and any additional work which the contractor be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Architect/Project Manager shall be conclusive as to such proportions.

## **1.7 WORKS SUBJECT TO APPROVAL OF ARCHITECT**

All works to be executed under the contract shall be subject to approval of the architect who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

## **1.8 DIRECTION FOR EXECUTION OF WORK**

### **1.8.1 Setting outs**

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by the Project Manager shall at once inform the architect or their representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices.

### **1.8.2 Work to be to the satisfaction of the Architect**

The contractor shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the architect and shall comply with the here to their instructions & directions concerning the work.

### **1.8.3 Engagement of Labour**

The contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such sub-letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age or as per provisions of respective laws.

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof or any other law relating thereto and rules made there under time to time.

The contractor shall indemnify the employer against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnify from his sub-contractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

### **1.8.4 Disruption of Progress**

The contractor shall give written notice to the Architect whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Architect within a reasonable time. The notice shall include details of the drawing or order required and by when if is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Architect to issue within a time reasonable in all the circumstances any drawings or order requested by the contractor and the work suffers delay then the architects shall take such delay into account in determining any extension of time to which the contractor is entitled under provisions of contract hereof, however no other compensation will be admissible on this account.

### **1.8.5 Rectification of Defects**

if, it shall appear to the Architect or his representative in-charge of the works that any work any has been executed with unsound, imperfect or un-skilful workmanship or material or any inferior description, the contractor shall, on demand, in writing from the



Architect specifying the work material or articles complained of shall rectify or remove and reconstruction work so specified in part, as the case require.

#### **1.8.6 Inspection of work**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect or his representative and the contractor shall at all times with reasonable notice or the intention of the Architect or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be given to the contractor himself.

#### **1.8.7 Preparation of Implementation Programme Schedule**

As and when sufficient planning information is available, the contractor in consultation with the Architect shall prepare a programme schedule of the activities. Contractor should prepare bar- charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalisation of contract. Throughout the work, all programmes, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit weekly progress chart to the Architect.

#### **1.8.8 Site Order Book**

The contractor shall maintain a Site Order Book at the site of the works wherein the instructions of the Architect/Project Manager or their representatives shall be reasoned. The site order book shall be the property of the employer and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in taken of his having persuade the orders given therein.

#### **1.8.9 Hindrance Register**

A Hindrance Register shall be maintained at the site of work wherein the contractor shall notify the items affected and the execution of work, the date on which the delay was cleared. These entries shall be initiated by the Project Manager/Architect as well.

#### **1.8.10 Suspension of Work**

The contractor shall on the written order of Project Manager on written recommendation of the architect suspend the progress of the work or any part thereof for such time or time and in such a manner as the Project Manager consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Project Manager or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

### **1.8.11 Extension of time for completion**

If the contractor shall desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the architect within three days of the date of starting of the hindrance on account of which he desires such extension as aforesaid. The architect in consultation with employer shall, if, in his opinion, will authorise, such extension of time, if any, as in his opinion be necessary or proper extension granted shall be without prejudice to the right of the Employer to recover compensation for delay as per provisions of Para 1.8.12

### **1.8.12 Liquidated Damages for Delay**

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract.

The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Employer on demand amount without prejudice to other rights and remedies the Employer have against the contractor, a sum of Rs.

2000/- per day as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Employer, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

### **1.8.13 Defects Liability Period**

The contractor shall be responsible to make good and remedy at his own expense within such period as be stipulated by the employer any defect which develop or be noticed before the expiry of 12 (twelve) months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Architect.

### **1.8.14 Approval of Materials**

The contractor would bring samples of necessary materials as per the directions given & would get them approved prior to execution of work.

## **1.9.0 SECURITY DEPOSIT**

### **1.9.1 Rate of Security Deposit**

The employer will, at the time of making any payment to the contractor for work done or supply made under the contract deduct 10% of Gross value of each interim bill or take Performance Bank Guarantee from contractor @ 10% of the cost for a period of 12 months as warranty from the date of completion and handing over of the project.

All compensations or other sums of money payable by the contractor to the employer in terms of this contract be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which become due to the contractor by the employer on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favour of the employer as aforesaid any sum or sums which have been deducted from, or raised by sale of his security deposit or any part thereof.

### **1.9.2 Forfeiture of Security Deposit**

The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Employer if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

### **1.9.3 Interest on the Security Deposit**

No interest would be payable by the employer to the contractor on the security held in deposit.

### **1.9.4 Responsibilities for the Structural Adequacy**

The contractor shall comply with the provisions of the contract and with due cares and diligence, execute and maintain the work and provide all labour, including supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as the necessary for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibilities for the adequacy, suitability and safety at site of all the works.

## **1.10 MEASUREMENT AND PAYMENTS**

**1.10.1** All bills supported with measurement details shall be submitted by the contractor to the Architect for all works executed in the previous period and the Architect/Project Manager or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible, if possible before the expiry of 15 days from the presentation of the bill.

All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.

### **1.10.2 Final Bill**

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 1 month of completion of work.

When the final bill has been verified and corrected, the architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fail to take appropriate action as above within the period prescribed, the bill finalised by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

### **1.10.3 Claim for Interest**

No claim for interest will be entertained by the Employer with respect to any moneys or balances which be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the employer in making interim or final payments or otherwise.

### **1.10.4 Rates for extra Additional, Altered or Substituted work**

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

i) If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intended to charge for such works supported by analysis of the rate or rates claimed. Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rate.

### **1.10.5 Reimbursement of Variation in Price**

Prices and rates quoted by the bidders shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

## **1.11 GUARANTEES**

### **1.11.1 Period of Guarantee for Complete work**

The period of Guarantee for the works shall be twelve month starting from the date of issue of the virtual completion certificate (including hardware and software). After completion of defect liability period warranty certificates of all equipments etc. will be handed over to the owner

### **1.11.2 Remedy on Contractor's failure to carry out the work required**

If the contractor shall fail to do any such work as aforesaid required by the architect the employer shall be entitled to carry out such work which the contractor should have carried out, at the contractor's own cost. The employer shall be entitled to recover from the contractor the cost thereof or deduct the same from any money due or that become due to the contractor.

### **1.11.3 Certificate of completion of works**

On completion of the work, the contractor shall be furnished with a certificate, but not such certificate be given nor shall the work be considered to complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect/Project Manager in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the architect at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

### **1.11.4 Contract Valid during Guarantee Period**

This contract shall remain valid and in force until the expiry of Guarantee period of one year from the date of issue of virtual completion certificate

## **1.12 RESCINDING/TERMINATE CONTRACT**

### **1.12.1 Rescinding Contract**

In any case in which under any clause or clauses of this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit in hand of employer (whether paid in one sum or deduced by installments) the architect on behalf of the employer shall have power to adopt any of the following course, as deemed best suited to the interests of employer.

(a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the architect shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the employer.

(b) To employ a contractor paid by the employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of the contract. The certificate of the architect as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess certificate in writing of the architect shall be final and conclusive) shall be borne and paid by the original contractor and be deducted from any money due to him by employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

(d) In the event of any of the above courses being adopted by the architect, the contractor will have no claim to compensation to any loss sustained by him by reason of his having purchased any materials, or entered into any engagements made any advances on account of execution of the work or performance of the contract. And in case of the provisions aforesaid, the contractor shall not be entitled to be paid for any work actually performed under this contract unless and until the architect shall have certified in writing the performance of such work and the value payable in respect and he shall only be entitled to be paid the value so certified.

### **1.12.2 Termination of the Contract**

If at any time after the commencement of the work the employer for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, Architect/ Project Manager shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim nor compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated.

### **1.12.3 Jurisdiction**

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into at Ernakulam District, Kerala State.

### **1.12.4 Bye Laws of Local Authorities**

The contractor shall conform to the provisions of any Government Acts/rules/guidelines etc which relate to works and to the regulations and bye laws of any local authorities. The contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The contractor shall keep the employer indemnified against all penalties and liabilities for every hand of breach of any such Act, Rules, Regulations or Bye-laws.

Contractor shall comply with all laws and statutory regulations dealing with the employment of labour such as:

- a. The payment of wages Act, 1936
- b. The Minimum Wages Act, 1938
- c. The Workmen Compensation Act, 1923
- d. The Contract Labour (Regulations & Abolishing) Act.
- e. The employer's liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

Safety code, labour welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

## **SECTION IV – SPECIAL CONDITIONS OF THE CONTRACT**

The service contract shall be governed by the following special conditions of contract:

### **1.1.0 Insurance for Works**

The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all risks and acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub-contractor or employee. Such insurance shall be for a minimum value of Rs. 1.0 lakhs (Rupees One Lakh only).

The contractor shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the employer. In default of the contractor insuring as provided above, the employer on his behalf so insure and deduct the premiums paid from any moneys due on which become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

### **1.1.1 Insurance in respect of damage to persons and property**

a. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the employer and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.



b. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in

every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

c. The contractor shall indemnify the employer against all claims which be made against the employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which be made upon the employer whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such policy of policies with the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The contractor shall be responsible for anything which be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

d. The employer shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.

e. If the contractor fails to comply with the terms of these conditions, the employer insure the works and any other item/article associated with or arising from same and any risk arising as a consequence of this contract and deduct the amount of the premiums paid from any moneys that be or become payable to the contractor or at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.

f. Such insurance whether effected by the employer or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the employer completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the employer until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts after setting off any money payable to the employer or recoverable by the employer.

g. No incomplete works shall be accepted and nothing shall be paid to the contractor. However the part rates be allowed to the contractor for the executed works which shall be treated as advance and the same be recovered if the works left incomplete.

Details of The Bidder		
1	Name of the Firm / Company :	
2	Address Registered Address	
	Address for Communication	
3	Contact Information Office Phone Number:	
	Mobile Number:	
	E-Mail:	
4	Status of the Firm:	Company <input type="checkbox"/>
	(Please tick appropriate box & attach proof)	Partnership <input type="checkbox"/>
		Proprietary Firm <input type="checkbox"/>
5	Year of Establishment:	
6	Registration Details of Companies / Firm Registration Number & Date:	
	Income Tax PAN No.:	
	Goods & Service Tax No.:	
	(attach proof)	
7	Income Tax Turnover of the Company/ firm (Please attach copy of audited balance sheet and profit & loss account / IT Returns for last three financial years )	
8	Details of works done in last 5 years. Please mention only those works which qualifies.	1
		2
		3

9	Specify the maximum value of work done in a year:	Rs		
		Year		
10	Name & Address of Bankers  (Enclose Solvency Certificate in Original)	Yes	<input type="checkbox"/>	
		No	<input type="checkbox"/>	
11	Details of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization	1		
		2		
		3		
12	Details of service network in Kochi / details of engineers and persons to be entrusted with the responsibility of maintenance / service be attached along with their technical qualification and experience.			
13	Details of Tender Fee	DD No:	Date	
14	Details of EMD			

### DECLARATION

- All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
- I / We agree that the decision of Cochin Co Operative Hospitals Society Ltd No: E 288, Kadavanthra, Kochi 682020.in selection of contractor will be final and binding to me / us.
- I / We have read the instructions and I / we understand that if any false information is detected at a later date the tender shall be cancelled at the discretion of the Company and liable for any action, as deem fit by the OICL.

Place: SIGNATURE .....

Date: NAME & DESIGNATION .....

SEAL OF ORGANISATION

**Note:**

*Where copies are to be furnished, they have to be certified copies by the concerned agencies.*

**Cochin Co Operative Hospitals Society Ltd No: E 288,  
Kadavanthra, Kochi 682020**

**TENDER DOCUMENT FOR REMOVAL OF OLD LIFT AT INDIRA GANDHI CO OPERATIVE  
HOSPITAL, Kadavanthra, Kochi**

**Tender No. : .....**

**Secretary, Cochin Co Operative Hospitals Society  
Ltd No: E 288, Kadavanthra, Kochi 682020**

**PART -II FINANCIAL BID**

**LETTER SUBMITTING PRICE BID**

To

**The Secretary, Cochin Co Operative Hospitals  
Society Ltd No: E 288, Kadavanthra, Kochi 682020**

**Subject : TENDER DOCUMENT FOR REMOVAL OF OLD LIFT AT INDIRA GANDHI CO  
OPERATIVE HOSPITAL, Kadavanthra, Kochi**

We hereby certify that we have read carefully and examined the tender document in respect of TENDER DOCUMENT FOR REMOVAL OF OLD LIFT AT INDIRA GANDHI CO OPERATIVE HOSPITAL, Kadavanthra, Kochi and hereby express our interest to carry out the work as specified in the bid document. We confirm to carry out the work as per the specifications and terms, conditions of the contract as per our bid price quotation.

**Place :**

**Signature of the bidder with firm's seal**

**Dated:** \_\_\_\_\_

Name of the Authorised Person

Position in the firm.

Address of the Firm

**Contact No** \_\_\_\_\_

**PRICE BID (BILL OF QUANTITIES)**

Sr. No.	Description of Item	Unit	QTY	Rate in Rupees	Amount in Rupees
1	Removal of existing lift and keeping it at a place specified by the Owner without making any damage. The finishing parts and the control/ electronic parts from the cabin of the dismantled Lift should be covered with proper packing material and kept safely.	Nos	1		
<b>Total</b>					
<b>GST @ _____%</b>					
<b>Total (PART A)</b>					

**Grand Total amount (in words) Rupees** \_\_\_\_\_

**Note:**

1. The rates quoted are firm and inclusive of supply, freight, installation, labour, taxes, Buy Back etc.
2. A firm has to quote rates in each individual item mentioned in above BOQ. If a Firm quotes NIL charges/ Consideration; the bid shall be treated as unresponsive and will not be considered.
3. All work will execute as per Standard norms.
4. Payment shall be made as per actual measurement.

Name of Authorized Signatory: \_\_\_\_\_

With Tel./ Mobile No.: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Signature with Seal

Date:

Place: