

KERALA UNIVERSITY OF HEALTH SCIENCES(KUHS)

Medical College(PO), Mulamkunnathkavu,Thrissur, Kerala

TENDER DOCUMENT

FOR

**Tile work and roofing works in front of type III staff
quarters**

Signature of tenderer

Page 1 of 35

CONTENTS

Particulars	Page
Declaration	3
General Information	4
Notice Inviting Tender	5
General conditions of Contract	7
Special Conditions of Contract	18
Price Schedule	29
Check List	32
Preliminary agreement	33

DECLARATION

I do hereby distinctly and expressly declare and acknowledge that I have read the conditions as stipulated in the NIT, General Conditions of Contract, Special conditions of Contract and I do hereby admit that these conditions are binding on me and I shall abide by the terms and conditions as stipulated therein in respect of the work.

I do hereby declare also that, I have read the Revised PWD Manual 2012 and that I am familiar with various clauses contained in it. I am fully aware that the condition contained in the Revised PWD Manual are to become part of Agreement.

I hereby declare that I have perused in detail and examined closely in the Madras Detailed Standard Specification, all Clauses of the standard preliminary specification before I submit the tender/ bid and I agree to be bound by and comply with all such specifications except clause 73 and other clauses relating to arbitrations contained therein. The guarantee period as per G.O. (MS) No. 98/02/PWD dated 21/11/1992 is noted by me for this work, I am enclosing preliminary agreement form in stamp paper Rs. 200/-.

Signature of the tenderer

Full address:

Place:

Date:

Signature of tenderer

GENERAL INFORMATION

Sl.No	Particulars	
1	Name of work	Tile work and roofing works in front of type III staff quarters
2	Tender No	15850/2021/A1/13/WORKS/KUHS dtd august 10,2021
3	Probable Amount of Contract (PAC)	₹ 173321/-
4	Last date and time for submission of tender	14.30 Hrs on 31/08/2021
5	Due date & time of opening of tender	15.00Hrs on 31/08/2021
6	Earnest Money Deposit	₹ 2600/-
7	Cost of tender document	₹ 672/-
8	Period of contract	2months
9	Class of bidder	Class d and above bidders approved by P.W.D or CPWD

INSTRUCTIONS TO TENDERER

- 1 Tender shall be submitted as per the given format in sealed covers. The covers shall be super scribed as tender for 'Tile work and roofing works in front of type III staff quarters'.**
- 2 Date of opening of tender shall also be super scribed on the sealed covers.**

Signature of tenderer

KERALA UNIVERSITY OF HEALTH SCIENCES

TENDER NOTIFICATION NO. 15850/2021/A1/13/WORKS/KUHS august 10,2021

1.0 NOTICE INVITING TENDER (NIT)

The Registrar, KUHS invites tender from the Registered Bidders of PWD/CPWD who have the specified classification of registration.

1	Name of work	Tile work and roofing works in front of type III staff quarters
2	Estimate Amount	₹ 173321/-
3	Earnest Money Deposit (EMD)	₹ 2600/-
4	Tender Submission Fee	₹ 672/-
5	Period of completion	2 months
6	Classification of Bidder	Class d and above bidders approved by P.W.D or CPWD
7	Tender documents	Can be downloaded from the website www.kuhs.ac.in
8	Last date and time of Receipt of Tender/ Bids	14.30 Hrs on 31/08/2021
9	Date and Time of Opening of Tender	15.00Hrs on 31/08/2021

Signature of tenderer

Page 5 of 35

Tender documents and tender schedule may be downloaded free of cost from the university's website www.kuhs.ac.in.

The bids shall be opened at the office of the Registrar, KUHS on **31/08/2021** at 3.00pm by the Registrar in the presence of the Bidders / their representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-. Tenders/ bids received without the EMD, Cost of tender documents/ bid submission fee, copy of contractor's registration certificate, copy of recent IT Return and preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the NIT or Office of the Registrar, KUHS during working hours.

All other existing conditions related to tender of Kerala PWD will be applicable in this tender also.

Sd/-
REGISTRAR

2.0 GENERAL CONDITIONS OF CONTRACT (GCOC)

1(a) Tenders are invited from registered Class d and above bidders approved by P.W.D or CPWD for the work

(b) The tender document(s), may be downloaded free of cost from website www.kuhs.ac.in. No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned in this document, is required to be submitted along with the bid.

(c) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids .

(d) copy of the contractors registration card is to be submitted along with the bid.

(e) Ineligible bidders 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. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted as per rules in force.

(f) The bidders, who submit their bids for this tender , accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender.

(g) Mention of price details at any place other than the designated place, shall disqualify the bidder and the bid shall be summarily rejected.

2. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection.

Signature of tenderer

3.(a) All works shall be done in conformity with the specifications and conditions of contract in force in the P. W. D. In case of schedule rate contract, bidders must quote their own rates specifically for each item without reference to the departmental estimates or' the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the top / bottom of the schedule under, the head quoted rate may be made. The rates quoted shall be inclusive ones; covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing out work, scaffolding, etc. The rates quoted shall be inclusive of all taxes applicable except gst-

(b) The overall percentage rates accepted and specified in the agreement shall not be varied on any account whatsoever.

(c) The bidders who quoted very low rates will remit performance guarantee as per the rules in force in KPWD vide G.O.(P)No.429/15/Fin dated 28/09/2015

4. Tender duly signed shall be submitted before 31/08/2021at 2.30pm.

The bids will be opened at the office of the tender inviting authority on 31/08/2021at 3.00pm by Registrar, KUHS.

in the presence of those bidders or their authorized agents who wish to be present.

The total amount of each tender will be read out. There is no provision for correction of bids once submitted Details of individual rates will be treated as confidential and will not be read out.

5. Selected bidder will be required to produce income-tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.

Signature of tenderer

Page 8 of 35

6. The bidder must attach the copy of the recent return statement filed by the bidder before the appropriate Income tax authority along with their tenders. The bidder shall produce the necessary income tax documents, if required by the department for verification.

In the case of proprietary or partnership firm, it will be necessary to submit copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

All bids received without the copy of certificates mentioned above will be summarily rejected.

7 The bidder shall examine closely the Madras Detailed Standard Specifications, CPWD specification, and also the standard preliminary specifications contained there in before submitting his tender. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered in to by the accepted bidder. The documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials etc., can also be seen during the office days & hours in the Office of the University Engineer, KUHS

8. The bidder will examine the site condition and satisfy themselves of the availability of materials at near by places, difficulties which may arise during execution etc before submitting tender for the work.

9. The bidder's attention is directed to the requirements for materials under the clause "Materials and workmanship' in the Preliminary Specification. Materials conform to the Indian Standard Specification shall be used on the work, and the bidder shall quote his rate accordingly.

10. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard

Signature of tenderer

specification. Samples of materials as called for in the standard specification or in this tender notice, or as required by the Engineer in any case, shall be submitted for the Engineer's approval before the supply to site of work is begun.. The KUHS will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the bidder is found later on to have misjudged the materials available. Attention of the bidder is directed to the standard "Preliminary specification regarding payment of seigniorage, tolls etc.

Note:- The KUHS does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the bidder shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The KUHS shall not be liable for any claim raised later on the plea of nonavailability or non-access to the site.

11.The bidder's particular attention is drawn to the sections and clauses in the standard 'Preliminary Specification" dealing with

- (1) Test, inspection and rejection of defective material and work
- (2) Carriage
- (3) Construction plant
- (4) Water and Lighting
- (5) Cleaning up during progress and for delivery
- (6) Accidents
- (7) Delays
- (8) Particulars of payment

The bidder should closely peruse all the specification clauses which govern the rates which he is tendering.

12. In consideration of the bidder being allowed to quote for the work, he should keep the tender firm for a period of 2months from the date of opening the tender during which period or till the tenders are decided whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

Signature of tenderer

Due to departmental or administrative reasons if it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be obtained in writing for every further period of one month.

13. Before commencing the work or within a week after the date when the acceptance of the tender has been intimated to him, the bidder shall produce DD in favour of the Registrar, KUHS for a sum sufficient to make up the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to KUHS and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default, of the bidder to pay the requisite deposit, sign contracts or take possession of the work any loss to KUHS results, the same will be recovered from him as arrears of revenue, but should it be a saving to KUHS, the original bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the bidder on this or any other subsisting contracts or under the Revenue Recovery Act, otherwise the Government may decide.

14. Acceptance of the tender rests with the Tender Inviting Authority who does not undertake to accept the lowest or any particular tender.

15. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work, is reserved with the department.

Signature of tenderer

16. Tender forms and general specifications can be downloaded free of cost from KUHS website. Tenders not submitted in such prescribed format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc, shall be summarily rejected.

17. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 3 lowest tenders. The Earnest Money Deposit of the remaining unsuccessful bidders will also be refunded after the execution of agreement by the selected bidder.

18. Solicitors fee, if any, to be paid to the Law Officers of Government for scrutinising or drawing up of agreements- will be paid and the same recovered from the successful bidder

19. The successful bidder will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates if asked by KUHS. However no claims shall be raised by the contractor, if the executed quantity of an item is less than the estimated quantity.

20. Any further information necessary can be obtained at the office of the tender inviting authority on all working days during office hours.

21. The work should be completed in all respects 2months either from the date of handing over the site or from the 10th day of agreement whichever is earlier.

Executing agreement for the works will be made within the time limit prescribed as follows:

1. The time limit allowed for executing the agreement without fine will be 14 days (Fourteen days) from the date of despatch of the letter of Acceptance to the bidder .

Signature of tenderer

2. Further time of 10 days will be allowed to execute an agreement by realizing fine of 1% of the P.A.C subject to a minimum of Rs.1000 (Thousand Only) and maximum of Rs.25,000 (Twenty Thousand Only).
3. Tenders will be rejected, if agreement is not executed within 24 days and the EMD of the bidder will be forfeited and work will be awarded to the next lowest bidder, as per rules or retendered.
4. The bidder will take over the charge of the site within 10 days after executing agreement and commence the work.

22. Payment to the work will be based on measurement of the actual quantity executed.

(a) It shall be accepted as a condition of the contract that the payment of the final bill to the bidder less the withheld amount and his acceptance there of shall constitute a full and absolute release of KUHS from all further claims by the bidder under the contract.

(b) Items of work not expressly or impliedly described in the schedule, plans or specifications will be treated as 'extras'. They will include only items of works which are highly necessary for the proper execution of the work and for its completion, and were not provided for in the original contract.

The execution of an extra item of work ,whether altered,substituted or additional and payment-therefore will be based on the rules in force in KPWD.

23. 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 executed in pursuance of the modification shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, of in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.

Signature of tenderer

24. The bidder shall not without the previous sanction in writing of the authority accepting the tender execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognised by or be binding upon Government or their officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

25. No part of the contract shall be sublet without written permission of the Registrar, KUHS nor shall transfer be made by power of attorney authorise other to receive payment on the bidders behalf.

26. The tender inviting authority or other sanctioning authority reserves the right to reject any tender or all the tenders without asking any reason there for.

27. They will also establish laboratory facilities for testing the quality of the materials at their cost.

The quality of materials used by the bidders should be ensured by the departmental officers and testing of the materials wherever necessary will be done by the bidder at his cost.

28. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site / in different appendices the lowest quoted rates will be accepted for the items in all the appendices

29. The bidder shall be responsible for the safety of the labour employed by him and he shall be liable of pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.

The bidder will also be liable to abide by the fair wage clause condition attached separately.

Signature of tenderer

30. The bidder shall employ engineering personnel as detailed below during the tenure of the contract paying them wages at the DSR rates. If he fails to do so KUHS shall employ such personnel and their salary deducted from any amount due to the contractor.

Cost of work executed

No of personnel to be employed

For works costing from Rs. 2 lakhs up to Rs 20 lakhs One Engineering Diploma Holder

For work costing over 20 lakhs One Engineering Degree Holder

For Pre-Qualification/Post Qualification work One Engineering Degree Holder and One Diploma holder

31. Tenders which are not in conformity with this tender notice are liable to rejection.

32. This tender notice with the conditions stated herein will form part of the contract documents.

33. In the case of schedule contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken for the purpose, of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the percentage rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract The bidder is bound to accept these rates if the contract is awarded to him.

34. If any correction is made by the bidder in the tender schedule the tenders are likely to be rejected.

35. In the case of the percentage rate contract, the overall percentage rate quoted by the bidder shall not be varied on any account whatever and it shall hold good for all items done prospective of variations in quantities.

Signature of tenderer

36. It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the time of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P)No. 136/74/PW., dated 8th August 1974.

37 GRACE PERIOD

The tendering authority will consider genuine request for extension of time of completion of work at the time of executing agreement taking into account the climate conditions or other local problems at the site and grant extension of time up to three months. (from the original time of completion) . The tendering authority shall record the reason in such action with facts and figures.

The grace period will not be granted if the extension is necessitated due to the default on the part of the bidder.

For extension of time of completion beyond the grace period fine will be imposed at the following rates.

<u>Period of Extension</u>	<u>Rate of fine</u>
First extension	1% of PAC subject to a minimum of Rs.1000/- and maximum of Rs.50000/-.
Beyond First Extension	2% of the PAC subject to minimum Rs.2000/- and Maximum Rs.1,00,000/-.

Extension of time of completion that can be granted at a time will not exceed 25% of the original time or six months which ever is less. Maximum extension of time of completion will be limited to half of the original time of completion.

38.The acceptance of the tender excess will be as per the guide line issued by the Govt vide G.O. No.133/2016/Fin dated 01/09/2016

Signature of tenderer

39.Security Deposit

The selected bidder has to produce DD in favour of the Registrar, KUHS for an amount equal to 5% of the tendered amount, including the EMD submitted with the tender, before signing the agreement. The security amount will be released only after the defect liability period is over.

40.Additional performance security deposit

The bidder who quotes very low rates will have to remit additional performance security deposit as per G.O.(P)No.429/15/Fin dated 28/09/2015

41.Retention amount @ 2.5% will be deducted from each running bill and will be released on completion of the work as per the rules in force in KPWD.

42.Defect Liability Period

The Defect Liability Period for this work will be 6 months from the date of completion of the work.

43.TERMINATION OF CONTRACT

The prevailing rules in KPWD regarding the risk and cost termination of contract will be applicable to this contract also..

Signature of tenderer

3 SPECIAL CONDITIONS OF CONTRACT(SCOC)

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W D. The bidder shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the bidder" by scoring out the irrelevant portion. The rates quoted shall be inclusive once covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding, etc The rates quoted all be inclusive of all applicable taxes, except GST.

2. The rates quoted by the bidder for the various items shall be inclusive of all tools and plants required for the proper execution work and all other incidental charges and separate claim for these will not be entertained under any circumstances.

3. The quantities shown in the schedule are only approximate and are subject to variations and the bidder is bound to do additional quantities of work if found necessary at his quoted rates.

4. All the rates quoted should be inclusive of sales tax also.

5. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.

6. The Photo copy of following documents shall be submitted along with the bid.

a). attested copy of bidder's Registration Certificate

- b). Preliminary Agreement on a Rs. 200- stamp paper. Stamp paper charges to be borne by the bidder himself.
 - c). DD for EMD
 - d). DD for tender fee.
 - e). Copy of PAN Card/sales tax registration
 - f). Copy of recent IT Returns
7. The bidder should submit the declaration in the form attached.
8. The bidder is bound to carry out items of works which are not expressly or impliedly described in the tender schedule plans, specifications and agreement but which are found necessary for the proper completion of the work during execution, the work during execution. payment for such extra items will be made on the basis of prevailing extra item conditions
9. For LS items the bidder will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items and as per condition for extra item but such payment will be limited to the lumpsum quoted by the bidder. If he fails to quote definite LS rates for such items the L S amount provided in the schedule will be operative in his case.
10. Roofing tiles, hip tiles, wire cut bricks, surki. etc, required for the work should be purchased from suppliers approved by the Stores Purchase Committee.
11. It will be the responsibility of the bidder to obtain necessary land for stacking the materials for arranging the work.
12. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running water courses.

13. The bidder should take out license for storing gun powder and explosives required for rock blasting as per Explosive Act, 1940.

14. If the department undertake the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained.

15. All items should be carried out as per the relevant specification in the M.D.S.S, CPWD and all clauses of preliminary-specification should be complied with.

16. The moulds, shuttering etc., required for the work should be made by the bidder and got approved by the departmental officers at site before use.

17. Tribes of the locality should be employed to the extent possible. The bidder should pay fair wages to the labor engaged on the work which will be fixed by the Government as specified in G. O. 18-8597 / 55/LD.. dated 7th March 1955 with amendments time to time and any dues to the labour will be recovered from his bill as fixed by the departmental officers.

18. The bidder alone is responsible for the safety of his laborers and damages, if any payable under "Workman's Compensation Act" will be to his debit.

19. It shall be the contract's responsibility to protect the public his employees against accident from any cause during execution of the work and he shall indemnify the KUHS against any claims for injury to person or property resulting from any such, accident and he shall, were provisions of the Workman's Compensation Act apply take steps to properly insure against any claims there under.

20. The bidder shall be liable for any loss caused to the University on account or the above work including any that may arise due to non-fulfillment of the contract. He should comply with the rules laid down in the K. P. W. D. Contract regulations regarding fair wages.

Signature of tenderer

Page 20 of 35

21. The work shall be completed in all respects within the time limit and stipulations in the Notice inviting tender, failing which the bidder is liable to be fined as stipulated

22. Defects, if any noticed within defect liability period specified from the date of completion of the work will be got rectified by the bidder, in default of which this will be attended by KUHS and the cost made good from the bidder.

23. The bidder should produce latest sales tax and agricultural income-tax clearance certificate and also income tax clearance certificate for receiving final payment.

24. The bidder shall be responsible for the payment of sales tax as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied. Sales tax agricultural income tax and income tax due to Government from the bidder will be recovered from his bill for the work as per the advise of the authorities concerned.

25. All sums due to the Government under or by virtue of this contract shall be recoverable first from the security furnished by the bidder and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as though the same were arrears of Land Revenue or in any other manner as the Government may deem fit.

26. The bidder agrees that before final payment shall be made on the contract, he will sign and deliver to the University Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out or connected with the contract .Provided that nothing in this clause shall discharge or release the contactor from his liabilities under the contract.

27. The notice inviting tender shall form part of the Agreement.

28. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating the tenders keeping only the earnest money of the first three lowest bidders the earnest money of the remaining two

Signature of tenderer

unsuccessful bidders will be refunded after the execution of agreement by the selected bidder.

29. The bidder should engage at his own cost a diploma holder (Civil Engineering) with sufficient practical experience for the proper execution and supervision of works costing from Rs 2 lakhs to 20 lakhs and one Engineering Graduate (Civil Engineering) for works costing above 20 lakhs and one Engineering Graduate and one diploma holders for P.Q. works during the the tenure of contract .

31. All other conditions and specifications of contract are the same as those in the KPWD.

32. The method of measurements will be as per Indian standards

33. All concrete should be machine mixed and vibrated.

34. The bidder must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of Funds. No claim for interest or for damages whatsoever shall be made for the related settlement of bills. No such claims shall be admitted by the University.

35. All the other conditions based on the Revised PWD manual 2012 with effect from 01.02.2012 shall form part of the agreement..

Signature of tenderer

Page 22 of 35

FAIR WAGE CLAUSE

(a) The bidder shall pay not less than fair wages to labourers engage by him on the work.

"Fair wages" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wage prescribed by the Central P. W. D. for the District in which the work is done.

(b) The bidders shall notwithstanding the provisions of any contract to the contrary cause to paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub bidder in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the bidder's part of this agreement the bidder shall comply with or cause to be complied with (the Central P.W.D. bidder's labour regulations made by Government in regard to payment of wages, wage period deduction from wages recovery of wages not paid deduction unauthorisedly made maintenance of wages register other terms of employment inspection and submission of periodical returns and all wages cards, publication of scale of wages and returns and all other matters of a like nature.

(d) The university shall have the right to deduct from the moneys due to the contactor and any sum required of estimated to be required for making good the loss suffered by 2 worker or workers by reasons of nonfulfilment of the conditions of the contract for the benefit of the works nonpayment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non observance of the regulations,

(e) Vis-a-vis the Central Government the bidder shall be primarily liable for all payment, to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim from this sub bidders.

(f) The regulation aforesaid shall be deemed to be a part of this bidder and breach there of shall be a breach of this contract.

Signature of tenderer

ACCIDENTS-HOARDING-LIGHTING-OBSERVATIONS —WATCH MEN-

- (a) When excavations have been made or obstacles have been put in public thoroughfares or in places where there is any likelihood of accidents, the bidder shall comply with any requirement of law on the subject and shall provide suitable boarding, lighting and watchmen as necessary.
- (b) It shall be the bidder's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workman's Compensation Act apply take steps to property ensure against any claims there under.
- (c) On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Officer of the university the fact of such accident. The bidder shall indemnify KUHS against all loss or damage sustained by KUHS resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by KUHS a consequence of KUHSs failure to give notice under the Workman's Compensation Act or otherwise conform to the aid Act in regard to such accident.
- (d) In the event of an accident in respect of which compensation may become payable under the workmen's Compensation Act VIII of 1923 and its ammendments time to time whether by the bidder or by the Government as principal it shall be lawful for the KUHS to retain out of moneys due and payable to the bidder such sum or sums of money as may, the opinion of the said Executive Engineer, be sufficient to meet such liability. The opinion of the KUHS shall be final in regard or all matters arising under this clause.

SPECIAL CONDITION TOWARDS CONSTRUCTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD.

1 percent (one percent) the bill amount including cost of departmental materials and hire charges of departmental tools and plant will be recovered towards the construction of Kerala construction workers welfare fund be and as Kerala construction welfare fund scheme 1990. this amount shall be remitted to K.C.W.W.F. by the KUHS within 15 days on the payment to the bidder.

The rates tendered by a Bidder for the work shall include the cost of :

- a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
- b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
- c) Providing and maintaining all temporary fences, shelters, lights , watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
- d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
- e) All fees and royalties of materials and
- f) Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and leveling of and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.

2. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work, the Bidder must always stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

Signature of tenderer

3. The Bidder shall be bound to bear the expense of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.

4. The Bidder shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.

5. Unless otherwise specifically provide for in the contract, the Bidder shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.

6. The Bidder shall be responsible to see that the level or the other pegs, profiles, bench, marks masonry pillars or other marks set up by the Department for guidance in the execution of the work are not disturbed, removed or destroyed, the will be replaced by the Department at the cost of Bidder.

7. Any materials brought to the site of work, or any work done by the Bidder but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Bidder, as may be ordered by the Officer-in-charge.

8. In all cases whether so specified in the contract or not , the work shall be executed in strict accordance with the Bidder's accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the University Engineer.

9. Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

FORM OF TENDER

Name of Work: Repairs to the vitrified tile flooring in different floors of administrative office building

To
The Registrar, KUHS

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification date. **august 10,2021** and specifications and conditions of contract in force in Kerala P.W.D./CPWD
2. I/We further agree to complete the whole work in 3(three) months from date of receipt of order to start work, and / or in the case of piece-works, maintain the minimum rate or progress specified in the Tender Schedule.
3. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance 60days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to KUHS.
4. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

A sum of Rs **2600/-** is hereby paid as bid security. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to KUHS.

OR

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

Nationality :

Full Name of Bidder:

Place of Residence:

Signature of tenderer

Price Schedule

Sl No.	Item description	Unit	Qty	Rate	Rate in Words	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed.All kinds of soi	cum	8.661			
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	Cum	34.200			
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:1:2:4 (cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	cum	2.402			
4	Providing and laying 60 mm thick factory made cement concrete interlocking paver block of M - 30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling	sqm	113.101			

Signature of tenderer

	the joints with fine sand etc. all complete as per the direction of Engineer-in-charge					
5	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	223.045			
6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade:Two or more coats on new work	sqm	9.843			
7	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+0.05%), total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/self tapping screws of size (5.5x55mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape	sqm	27.000			

Signature of tenderer

	wherever required					
8	Demolishing cement concrete manually / by mechanical means including disposal of material within 50metres lead as per direction of Engineer - in-Charge.Nominal concrete 1:4:8 leaner mix (includingequivalent design mix)	cum	0.151			
9	Demolishing stone rubble masonry manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer -in-Charges:In cement mortar	cum	0.150			
10	Providing and fixing PVC pipes includings jointing of pipes with one step PVC solvent cement, trenching, refilling & testing of Joints complete as per direction of engineer in charge.110 mm dia 6Kgf/cm2	metre	40.000			
	Total					

In Words:

1. I/We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.

Signature

Name & Full Address:

Place:

Date:

Signature of tenderer

CHECK- LIST

The tenderers are advised to consult the check list before submission of the tender.

Sl.no	Particulars	Tick if complied
1	Signature on all pages of tender document	
2	Enclosures as per clause 3.3	
3	EMD as per clause 1.17.1	
4	Super scribe envelope as instructed in clause 1.3	

Signature of tenderer

A P P E N D I X
FORM OF PRELIMINARY AGREEMENT

Preliminary agreement entered into on this day of
.....21 (Two Thousand and twenty one) between the Registrar,
Kerala University Of Health Sciences(hereinafter called the KUHS) of the one part and
Sri.....

..... (H.E full name and address of
contractor hereinafter called the contractor) of the other part of the execution of the
work“-----

WHEREAS the Government invited tenders for the work -----

AND WHEREAS para 13 of the GENERAL CONDITIONS OF CONTRACT started as follows. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him the tender shall deposit a sum sufficient to make up the balance of 5 percentage of the probable value of contract which together the amount of
Earnest Money

Deposit shall be treated as security for fulfillment of the same and shall execute the agreement for the work in the PWD schedule form. If he fails to do this or in the case of PWD contractors fails to maintain a specified rate or progress (to be specified in each case in the tender schedule by the bidder) the earnest money and

Contractor

Registrar

Signature of tenderer

security deposit shall be forfeited to government and fresh tenders shall be called for. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contractors or take possession of the work any loss to KUHS. results same will be recovered from him as arrears of revenue by Revenue Recovery should it be a saving to KUHS, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contractors or under Act or otherwise the KUHS. may decide.

NOW THEREFORE THESE PRESENTS WITNESS and is mutual agreed as follows.

1. The terms and conditions for the said contract been stipulated in the said tender form to which the contractor agrees, a copy of which is hereto appended which forms para of this is permanent, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered to express terms and conditions herein agreed to and in which purpose the express provisions herein shall

2. The contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the call contract work viz. (H.E the -----
-----name of the work) if warded in favour of the contractor.

3. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated them, the KUHS may re-arrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the KUHS can be reach from the contractor under the Revenue Recovery Act.

4. The contractor further agrees that any amount found due to the KUHS under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable, as arrears of land revenue under the provisions for the Revenue Recovery Act for the time being in force or in any other manner as the KUHS may deem fit in this regard.

5. The contractor further assures that it is clearly understood that the settlement of the claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of account in which the work is sanctioned and

Contractor

Registrar

Signature of tenderer

arranged and also subject to the seniority of such bills. No claims for interest or for damages what so ever shall be made for the belated settlements of claims of bills.

IN WITNESS WHEREOF SRI
(H.E the name of the officer of the Department) for and on behalf of the KUHS and
Sri.....
.....the contractor has set their hands on day and year first above written

Signed by
Sri.....Officer/Officers of
KUHS in the presence of witnesses.

- 1.
- 2.

Signed and delivered by Sri.....
.....(the contractor) in the presence of witnesses.

- 1.
- 2.

Contractor

Registrar

Signature of tenderer