

**MANNAM SUGAR MILLS CO-OPERATIVE
LIMITED (MSMC), PANDALAM.**

**TENDER FOR COMPOUND WALL AT
MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE
(MACMC)
FROM THE MAIN GATE TO THE PADDY FIELD
AT NORTH**

TENDER DOCUMENT

**TENDER FOR CONSTRUCTION OF COMPOUND WALL AT MANNAM
AYURVEDA CO-OPERATIVE MEDICAL COLLEGE (MACMC) FROM THE
MAIN GATE TO THE PADDY FIELD AT NORTH**

TENDER NO: No: MSM/00099/2024-2025/919

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Please note that completion of the response, in terms of the Formats to be filled and data to be furnished, will be one of the criteria for evaluation of the vendors.

For Technical Clarifications & Site visit, please contact: Mr. Abhijith, Mob.No:7025313189

1) INSTRUCTION TO THE BIDDER

BIDS SHALL REACH US WITHIN 07 DAYS OF THE DATE OF PUBLICATION OF THE NOTIFICATION

What MACMC is looking forward with this contract:

- High Level of Service quality.
- 100% adherence to all the deliverables.
- Zero accidents environment.
- 100% reporting of all the near miss incidents and corrective measures for all to ensure no accident due to the unsafe conditions

Information / Credential of Service Providers / Bidder

The following information is Compulsory and should be furnished complete in all aspects along with your offer.

- I. Name, Designation & Mobile. Nos of the contact persons in your company holding all key positions.
- II. Banker's name and details
- III. Registration No. and date (Kindly attach a photocopy of registration certificate)

Registration details with taxation authorities:

- a. Permanent Income Tax A/c No.
- b. Service Tax Registration

2) FORMAT FOR OFFERLETTER

The Director
Mannam Sugar Mills Co-Operative Limited
M.S.M (P.O)
Pandalam-689501

Offer reference No.: /.....dt.2025

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of MSMC Tender Ref no:.....,dated.....2025 at the prices and within the period stated in the attached schedules & in conformity with all the conditions is included therein.
2. This offer is valid for a minimum period of 45days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by MSMC and included in this contract.
4. We also enclose herewith the following documents:
 - A. Schedule of compliance with
 1. Acceptance of contract conditions.
 2. Schedule of prices (Price Formats to be completed)
 3. The offer should contain all the details like Service Tax Reg. No.etc.
 - B. Documents required by MSMC as mentioned in “**Instructions to Bidders**”.

M/s (Name and Address of the Company)

Signature of the authorized Signatories

3. SCOPE OF WORK & BILL OF QUANTITY :

MANNAM SUGAR MILLS CO-OPERATIVE LIMITED					
PANDALAM, PATHANAMTHITTA, KERALA					
SCHEDULE OF QUANTITIES					
NAME OF WORK: THE COMPOUND WALL AT MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE (MACMC) FROM THE MAIN GATE TO THE PADDY FIELD AT NORTH					
SL. NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Earth work excavation by mechanical/manual means over area (exceeding 30cm depth,1.5m width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50m and lift up to 1.5 m. all kinds of soil.	M3	128		
2	Dry rubble masonry without concrete levelling course masonry with good quality blasted rubble including packing to compactness to lines and levels cost and conveyance of all materials labour charge .including pointing with cement mortar 1:4 etc. Complete as per direction of engineer in charge	M3	200		
3	Providing and laying in position specified grade of vibrated reinforced cement concrete including the cost of centering, shuttering ,finishing and reinforcement complete as per the direction of engineer in charge for Plinth beam in 1:2:4(1 cement : 2 coarse sand :4 graded stone aggregate 20 mm nominal size	M3	22		
4	Soild block masonry using precast soild blocks (factory made) of size 30x20x15cm or nearest available size confirming to IS 2185 Part I of 1979 for super structure above floor five level thickness 20cm and above in CM 1:6(1 cement : 6 coarse sand)	M3	110		
5	Plastering Boundary walls with cement mortar 1:4,12mm thickness including all material labour and watering etc. Complete in concurrence with direction of engineer in charge	M2	2100		
	TOTAL				

Warranty Clause:

Contractor warranty against all deficiencies or defects with respect to the work for a period of 1 year from the date of issuance of completion certificate.

Further undertakes that incase of any defect in the work all cost to overcome such defects shall be borne by the contractor without any extra cost.

4) PERIOD OF CONTRACT:

1. Mobilization Period: 3 days from the date of receipt of work order from Mannam Ayurveda Co - operative Medical College, the unit of Mannam Sugar Mills Co-operative Limited
2. Contract Duration: 30 days

However, MSMC reserve the right to extend the contract beyond the period or short close the contract without giving any reason thereof. The decision of MSMC shall be final and binding in this regard.

LIQUIDATED DAMAGES CLAUSE:

Any failure in completing the job or handing over the unit within the mutually agreed time for the reasons attributable to the service provider shall attract penalty as mentioned below. 0.5% of contract value per week or part there of subject to maximum of 5% of contract value of each overhauling.

5) COMMERCIAL TERMS&CONDITIONS:

A) CONTACT PRICE:

- The rates quoted are inclusive of all costs towards statutory compliances. (Service Taxes Extra). Payment shall be made based on actual quantities executed or part thereof.
- The rates shall remain firm and binding during the currency of the contract and shall not be subject to any escalation except for circumstances which would be discussed & mutually agreed upon.
- The above prices are inclusive of all costs towards tools, tackles, material, consumables, as well as sufficient number of skilled/ unskilled manpower, which shall be required for ensuring smooth execution of the work.
- The above prices are inclusive of all taxes & duties. TDS, as applicable, shall be deducted from your bills.
- The above prices are inclusive of all the requisite coordination which may be incurred for smooth execution of the job.

Taxes & Duties:

The contract price shall be inclusive of all taxes, duties, levies and imposts or any other tax, be it livable by Central, Provincial or Local Authorities. Service Tax shall be paid at actuals on submission of documentary evidence. Any statutory variation in taxes and duties and/or imposition of any fresh taxes/duty shall be reimbursed at actual against proof of payment. TDS for Income Tax and Works Contract Tax shall be affected from your bills as per prevailing statute and relevant certificates shall be furnished to you so as to enable you to take necessary tax credits.

Defect liability period

Defect liability period will be 1 year from the date of completion of the work.

Payment Terms:

Payment will be made on Submission of bills, after verification, check measurement of the work.

EMD

.01 Earnest Money Deposit is **Rs10000/-** for the work. It shall be drawn in the form of crossed demand draft in favor of MANNAM SUGAR MILLS CO-OPERATIVE LIMITED PANDALAM payable at PANDALAM valid for a minimum of 3 months.

.02 E.M.D. of the unsuccessful tenders will be refunded without any interest on finalization of the contract with the successful Tender or on the expiry of the validity period whichever is earlier.

.03 E.M.D. deposited with MANNAM SUGAR MILLS CO-OPERATIVE LIMITED Pandalam Pandalam will be forfeited, if

- i) A bidder withdraws his bid during the period of validity specified.
- ii) The successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

SECURITY DEPOSIT

.01 The successful tender on receipt of the letter of acceptance will deposit an amount equal to 5% of the probable value of contract in the form of a Bank guarantee from a scheduled public-sector Bank in the format prescribed by MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE, Pandalam and valid for the entire period of construction within one week of the award of the work.

.02 E.M.D. will be refunded to the contractor after remittance of the security deposit and execution of the agreement.

.03 The SECURITY DEPOSIT will be refunded to the contractor after expiry of the defect's liability period.

RETENTION AMOUNT

.01 Retention Money at the rate of 10% of the value of work done for each running bill will be deducted from each part and except for the final bill. On expiry of the defect's liability period or on payment of the amount of the Final Bill whichever is later, the Engineer-in-charge, shall on demand from the contractor refund to him the security deposit and retention amount provided that the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

.02 Provided that when the Retention amount reaches a limit of 5% of the contract value or on completion of the work, if he so demand may convert the amount into one of the Government securities or Bank guarantee from any nationalized bank; the bank guarantee being valid till the completion of the defect liability period.

.03 All the deposits of E.M.D., SECURITY DEPOSIT and RETENTION MONEY will not bear any interest whatsoever.

6) GENERAL TERMS & CONDITIONS OF MSMC WILL FORM AN INTEGRAL PART OF THIS TENDER SPECIFICATION

Kindly read the same & provide acceptance over the same

SCHEDULE I: STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

#Agreement# shall mean the Agreement between the Company and the Contractor to which this Schedule is attached.

#Fees# shall mean the prices and/or rates payable by the MSMC in respect of the Services and/or as specified in the relevant Purchase Order.

Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

Words denoting the singular shall include the plural and vice versa, where the context requires.

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the MSMC in accordance with Clause 10 below (Standard Terms and Conditions).

Subject to the provisions of this Agreement, the Parties agree that upon request of the MSMC in terms here of the Contractor shall perform the Services at such locations and for such periods as may be agreed with the MSMC.

3. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

The Contractor shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

4. VARIATIONS

At any time during this Agreement, the MSMC may request the Contractor to vary, amend or otherwise alter the Services Variation Request.

Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms of the relevant Order.

FOR altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

5. PAYMENT

Specifically, the Contractor shall submit the following information/documents to the Company:

(i) Copy of registration certificates under Indian tax/other laws including but not limited to Service Tax, Excise, import export code etc., as applicable.

(ii) Copy of PAN CARD

6. NOTICES

Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

All notices or other communications between the Parties shall be in the English language.

7. GENERAL LEGAL PROVISIONS

7.1. The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Contractor jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability

7.2. The Service Provider shall advise the Company regarding, compliances, if any to be made by the Company.

a) The Company shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Company may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Contract by the Service Provider

8. CONTRACTOR'S WARRANTIES & REPRESENTATIONS

- a) The Contractor hereby, warrants and represents that:
- b) The Services under this Contract shall be strictly in accordance with the agreed terms.
- c) The Services to be provided under this Contract shall not infringe any third party intellectual property rights.

9. PENALTY FOR VIOLATION OF SAFETY MEASURES

In case of any violation of safety measures and or on non-compliance of safety PPE by the Contractor or his employee (s) MSMC may penalize the Contractor as follows:

Rs 500/- First time

Rs 1000/- Second time onwards

If Contractor continues failing to provide the safety&/ or PPE MSMC reserves its right to terminate the contract.

10. DISCIPLINE AT WORK AREA:

Contractor has to maintain discipline at work area. He has to keep the area neat and clean after work is over .All the spares, waste material like oil grease etc. has to be kept at designated area and cleaned the work place after job is over.

In case, maintenance activities are found to be suffering due to non-performance by Service

Contractor's employees or job negligence, then suitable punitive action will be taken by MSMC for the same.

11. OCCUPATIONAL HEALTH & SAFETY (OH & S):

The Contractor shall be responsible to take all precautions to ensure safety of the labors / workers at work. The Service Provider will supply his labors / workers safety equipment as per rules. If you are bringing your own equipment to carryout of job inside the plant such equipment should be subject hazard identifications and risk assessment prior to commencing of work.

12. DAMAGE TO MSMC PROPERTY:

Any loss / damage to MSMC due to negligence or willful attitude of the Contractor or his employees while execution of the contract shall be recovered from the Contractor's pending bills.