

**TENDER NO.MACMCH/00117/2025-2026/153**

**TENDER DOCUMENT  
FOR  
DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING,  
COMMISSIONING AND OPERATION OF 50 KLD SEWERAGE  
TREATMENT PLANT FOR FIVE YEARS AT MANNAM AYURVEDA  
CO-OPERATIVE MEDICAL COLLEGE HOSPITAL, PANDALAM**

**JUNE 2025**

**Address of Issuing Office: MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE  
HOSPITAL, Mannam Sugar Mills Post , Pandalam,  
Pathanamthitta, Kerala. PIN: 689501**

**E-mail address of Issuing Officer: [macmchpandalam@gmail.com](mailto:macmchpandalam@gmail.com)  
[mannamayurmedcollege@gmail.com](mailto:mannamayurmedcollege@gmail.com)**

**Web site: [mannammedicalcollege.in](http://mannammedicalcollege.in)**

**\*\*\*\*\***

## **INDEX**

<b>Sl. No.</b>	<b>Details</b>	<b>Page No..</b>
1.	BID DATA SHEET for Key Dates and Check List	3 - 4
2.	Tender issue letter	5
3.	Notice Inviting Tender	6 - 7
	<b>Part-I</b>	8
4 (i)	Tender Acceptance Letter	9
4 (ii)	Form of Tender	10 - 11
5.	Instruction to bidders (ITB) for submission of bid	12 - 19
	<b>Part-II</b>	20
6.	General Conditions	20
	(i). Schedules	21 - 23
	(ii). General conditions of contract	24 - 38
	<b>Part-III</b>	39
7.	Technical Specifications & Special Conditions of Contract	40 - 45
	<b>Part-IV</b>	
	<b>Annexures</b>	46
8.	Annexure-1 Self Declaration of the bidder Annexure-2 Details of Past Experience of Contractor for Similar Works Annexure-3 Agreement format Annexure-4 Warrantee Form Annexure-5 Time Schedule of work Annexure -6 Notice for Appointment of Arbitrator Annexure -7 Details of Bank Account	47 - 62
	<b>Part-V</b>	63 - 64
	<b>Schedule of Quantities / Financial Bid</b>	

### **BID DATA SHEET FOR KEY DATES AND CHECK LIST**

<b>Particulars</b>	<b>Description</b>
Employer	
Method of Selection	Least Cost System (LCS) selection method from among qualified Tenderers
Name of the Work	DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION OF 50 KLD SEWERAGE TREATMENT PLANT FOR 5 YEARS AT MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE HOSPITAL, MANNAM SUGAR MILLS POST , PANDALAM
a) Closing date for submission of Bid and  b) Address for submission of hard copy of POA & payment instruments (Tender Fee & EMD)	<b>Date: 18/06/2025</b> <b>Time: 03:00 pm</b> <b>Submission:</b> Manual submission at MACMCH office  The Director, Mannam Ayurveda Co-operative Medical College Hospital, Mannam Sugar Mills Post , Pandalam, Pathanamthitta, Kerala. PIN 689501
Estimated cost of this work	Rs. 50 Lakh.
EMD	INR 50,000/-
Tender Fee	INR 500/-
Mode of Transaction	EMD & Tender fee for the amount mentioned above shall be deposited to MACMCH through NEFT / RTGS in the following account:  Account No. .... Name of Account : ..... Name of the bank : ..... IFS CODE : .....
Minimum Bank Solvency	40% of the estimated cost of this work i.e. Rs. .... lakh.
Bid Validity Period	90 days after last date of Bid Submission
Similar Works	<b>“Similar Works”</b> means design, construction, supply, installation of sewage treatment plant of mentioned specification as of tender.
Authorized Representative	<b>Name:</b> The Director, MACMCH, Mannam Sugar Mills Post , Pandalam
Contract Duration	90 days.

Bid Opening date	<b>Date: 18/06/2025 Time: 03:30 pm</b>
<b>Particulars</b>	<b>Description</b>
Document required for technical bid Evaluation.	<ol style="list-style-type: none"> <li>1. Scanned copy of UTR no of payment towards tender cost and EMD</li> <li>2. Bank solvency with issuing bank authority for verification</li> <li>3. Tender acceptance letter on letter head with scanned tender document with seal and signature</li> <li>4. Duly signed tender form and Self Declaration for undertaking for not blacklisted from any department.</li> <li>5. Copy of valid Registration certificate.</li> <li>6. Audited Financial Statements – Balance Sheet, Profit &amp; Loss Account and /IT return for last 3 years (2021-22, 2022-23 &amp; 2023-24)</li> <li>7. PAN and GST registration copy</li> <li>8. Prequalification work experience document (Work order &amp; Completion Certificate).</li> <li>9. Local office and establishment details.</li> <li>10. Authorization letter for bidding, negotiation, signing of agreement and execution work (as the case may be)</li> </ol>
Location of Assignment	MACMCH Campus, Mannam Sugar Mills Post , Pandalam
Performance Guarantee	<b>3%</b> of the quoted amount in the form of NEFT / RTGS mode payment.
Security Deposit	<b>5%</b> Performance Guarantee, 2% EMD & balance 5%of work order value deducted from Running Account Bills, In case of EMD exempted bidders 5% of the work value to be deducted from running bills. Thus, total S.D(8%)
Time schedule	<ul style="list-style-type: none"> <li>• Remittance of Performance security within 15 days from date of issue of LOA</li> <li>• Signing of agreement with 15 days from date of issue of LOA</li> <li>• Work will be completed as per specifications within 90 days from the date of issue of Work order.</li> </ul>

**MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE HOSPITAL,  
Mannam Sugar Mills Post , Pandalam,  
Pathanamthitta,**

**Kerala. PIN: 689501**

Websites: <https://mannammedicalcollege.in>

Tender No:

To,

.....  
.....  
.....  
.....

**Sub:** DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING, COMMISSIONING  
AND OPERATION FOR 5 YEARS OF 50 KLD SEWERAGE TREATMENT PLANT AT  
MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE HOSPITAL,  
MANNAM SUGAR MILLS POST , PANDALAM.

Ref: Your letter no....., Dated: .....

Sir,

With reference to your letter cited above on the subject, please find enclosed herewith one set of tender documents for the subject work. You are requested to go through the terms and conditions carefully and also visit the site to familiarize and submit your tender as per procedure explained therein.

The tender document can be purchased from the MACMCH office at office hours. The last date for submission of tender is on 18/06/2025 up to 3.00 PM. The Bids will be opened at MACMCH office. Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully,

**Director.**

**MANNAM AYURVEDA CO-OPERATIVE MEDICAL COLLEGE HOSPITAL,  
Mannam Sugar Mills Post , Pandalam, Pathanamthitta, Kerala.  
PIN: 689501.**

Website: <https://mannammedicalcollege.in>

Tender Notice No: MACMCH/00117/2025-2026/153

S

1. Name of Work: Design, Construction, Supply, Installation, Testing, Commissioning and Operation of 50 KLD sewerage treatment plant at MACMCH Campus, Mannam Sugar Mills Post , Pandalam-689501
2. Mannam Ayurveda Co-operative Medical College Hospital invites tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced and resourceful Contractors for the work of Design, construction, supply, installation, testing , commissioning and operation for 5 years of sewerage treatment plant at MACMCH Campus, Mannam Sugar Mills Post , Pandalam-689501
3. Estimated Cost of the work is as under:

Sl. No.	Name of the work	Estimated Tender Cost (Rs. in Lakh)	EMD (in Rs)	Duration of work
1.	Design, construction, supply, installation, testing, commissioning and operation for 5 years of 50 KLD sewerage treatment plant at Mannam Ayurveda Co-operative Medical College Hospital Campus Mannam Sugar Mills Post , Pandalam	..... Lakhs	...../-	90 days.

4. Purchase of tender document: from 11.00 hrs on ..... to 03.00 pm on 17/06/2025.
5. Bid submission closing: 03.00 pm on 18/06/2025
6. Bid Opening Date & Time: 18/06/2025 at 15.30 hrs.

**TERMS & CONDITIONS:-**

The tender document can be downloaded from the MACMCH's website [mannammedicalcollege.in](https://mannammedicalcollege.in)

The details of Bank Particulars of MACMCH are;

Name of Account Holder : .....  
Name of Bank & Branch : .....  
Account No. : .....  
IFS Code : .....

The tenderer shall meet the following criteria:

- i. The tenderer shall have Sewerage treatment Plant set-up back ground, having a registered firm or non- registered contractors having experience of working with PSU/ Hospital Projects of similar nature
- ii. Tenderer shall have Permanent Account Number issued by Income Tax Dept. and must be an assesses.
- iii. Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year should be at least 100% of the estimated cost. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following :
  - a. Three similar works costing not less than 40% of the estimated cost; or
  - b. Two similar works costing not less than 60% of the estimated cost; or
  - c. One similar work completed not less than 80% of the estimated cost

AND

One completed work costing not less than the amount equal to 40% of the estimated cost put to tender with some Central Government Department/State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette. OR a private institution of similar nature

Note: The successful completion of the similar work should be supported with a completion certificate issued by the department/ agency for whom the work has been executed.

- iv. Latest certificate of solvency from Nationalized / Scheduled Bank included in the Second Schedule of the RBI Act for not less than 40% (i.e., for Rs. .... lakhs) of the estimated cost of the work.
  - v. Average annual financial turnover on contract works should be at least 100% of the estimated cost during the immediate last 3 consecutive financial years and should not have incurred any loss in more than two years during the last five years ending March of the previous financial year.
  - vi. The tenderer shall furnish the Tender Cost and Earnest Money Deposit through RTGS/ NEFT (in MACMCH Account) before closing date and time of submission of tender. Any / all submissions made without the Earnest Money Deposit and without the Tender Cost and / or received after the closing date mentioned shall be rejected.
  - v. The tenderer should carry out all the Liaison work with the Pollution Control Department from Consent to establish to consent to operate and ensure the successful completion of the project with in the stipulated time
7. Bidder should see General Conditions, technical & Special Conditions of contract very carefully before bidding.
  8. MACMCH reserves the right to accept or reject any or all tenders fully & split the work without assigning any reason and no correspondence shall be entertained in this regard.

**Director**

## **PART – I**

4.   (i)           Tender Acceptance Letter  
     (ii)          Form of Tender
5.   Instruction to Bidders for submission of bid



## **PART-I**

### **4 (i) TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)**

Date: .....

To,

The Director,  
Mannam Ayurveda Co-operative Medical  
College Hospital,  
Mannam Sugar Mills Post , Pandalam,  
Pathanamthitta, Kerala. PIN: 689501

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. ....

Name of Tender/ Work: Design, construction, supply, installation, testing and commissioning of 50  
KLD Sewerage Treatment Plant at MACMCH Campus, Pandalam,  
Pathanamthitta District

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://mannammedicalcollege.in> website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / minutes of the pre-bid meeting/ corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### 4 (ii). FORM OF TENDER

To,

The Director,  
Mannam Ayurveda Co-operative Medical College Hospital  
Mannam Sugar Mills Post, Pandalam Pathanamthitta,  
Kerala. PIN: 689 501.

Name of Work: Design, construction, supply, installation, testing , commissioning and operating of  
50 KLD Sewerage Treatment Plant at MACMCH, Mannam Sugar Mills Post ,  
Pandalam

Sir,

1. Having visited the site and examined the information and instruction for submission of tender, general conditions of contract, Special Condition of contract, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc. for the above named works, I/ We hereby tender for execution of the work referred to in the tender document in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. We are registered SSI units / MSEs registered with Central Purchase Organization / the concerned Ministry / Department / Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) and Tender fees is exempted for submission of tender cost and EMD. Copies of same are also uploaded to avail benefit of exemption.

OR

I am tendering for the work mentioned in the table below duly furnishing Earnest Money Deposit (EMD) of Rs. ..../-/- through RTGS/ NEFT in the following bank particulars.

Name of Account Holder : .....  
Name of Bank & Branch : .....  
Account No. : .....  
IFS Code : .....

Sl. No.	Name of the work	Details of amount remitted	Particulars of RTGS/ NEFT transfer along with UTR No.	Name of the Bank
1	Design, construction, supply, installation, testing commissioning and operating of 50 KLD Sewerage Treatment Plant at MACMCH, Mannam Sugar Mills Post , Pandalam	EMD (Rs. 50000/-)		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the last date of submission of bid or extension thereto as required by the MACMCH and not to make any modifications in its term and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and MACMCH shall without any prejudice to any other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by MACMCH towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by MACMCH in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of  
(Name and address of firm)

Witness : Signature.....

Name : .....M/s.....

.....

Telephone nos.....

e mail.....

Occupation .....

Address.....Telephone nos.

## **5. INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BID**

- 1.0** All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- 2.0** This tender schedule is only for the work of **Design, construction, supply, installation, testing , commissioning and operation of 50 KLD sewerage treatment plant at MACMCH Campus , Mannam Sugar Mills Post , Pandalam**
- 3.0** **The total estimated cost of works is Rs. ....lakhs (exclusive of GST).** And ..... Lakhs for provision for procurement of spare parts on actual+10% basis for mentioned items in BOQ.
- 4.0** Tender should be submitted latest by..... hours on ..... **in two bid systems i.e., Technical Bid and Price Bid.** Technical Bid of the offer will be opened at 03:30 hours on ..... at MACMCH Office, Mannam Sugar Mills Post , Pandalam

### **4.1. Technical Bid**

**The technical bid shall be submitted online along with scanned copy of the following documents:**

- a) Scanned copy of the Tender Acceptance Letter duly signed and stamped.
- b) Scanned copy of the Form of Tender duly signed and stamped.
- c) Scanned copy of Self Declaration in the form as **Annex-1** to be submitted in letter head of the registered firm.
- d) Scanned copy of Payment Receipt made through RTGS/ NEFT (along with UTR No.) towards cost of the bidding documents must be uploaded. A certified copy of Payment Receipt is to be deposited in the office before the bid submission closing date & time.

Tender fee is exempted for SSI units or MSEs registered with Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP). Copies of the applicable credential shall be submitted to avail benefit of exemption.

- e) Scanned copy of Payment Receipt made through RTGS/ NEFT (along with UTR No.) towards remittance of Earnest Money Deposit must be uploaded. A certified copy of Payment Receipt is to be deposited in the office before the bid submission closing date & time.

Earnest Money Deposit is exempted for SSI units or MSEs registered with Central Purchase organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP). Copies of the applicable credential shall be submitted to avail benefit of exemption.

- f) Registration certificate from concerned Authorities.
- g) Details of experience in the form at **Annex-2** (please read foot note also) and copies of experience certificate. (Experience certificate for the works of similar nature with satisfactory performance).
- h) Letter of Authority for signing and negotiation of tender (as the case may be).
- i) Permanent Account Number (PAN) issued by Income Tax Department & Goods & Services Tax Registration number including copy of registration certificate.
- j) Audited balance sheets & profit and loss account & copies of Annual Turnover for the last 3 years
- k) Scanned copy of duly signed tender document.
- l) Duly filled warranty form as per **Annexure 4.**

- m) The firm shall give a declaration that they have not submitted or given any false certificate/ documents/ statement with this bid and in case of so, the bid shall be cancelled by the Director without any notice or prior information. Also, EMD shall not be returned to the bidder.

**The technical bid shall not contain any reference on price bid or quoted price of the bidder offer. Such bids will be treated as technically disqualified and their price will not be opened.**

#### **4.2. Price Bid**

**The price bid shall be submitted online for**

- (i) Schedule of Prices duly filled in the specified form.
- (ii) This part shall not contain any terms & conditions. Any condition given in the price bid will be a sufficient cause for rejection of bid.

**5.0** Bidders are advised to submit their offer strictly based upon technical specification, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.

**6.0** Earnest Money Deposit of Rs...../- for the tendered work in Notice Inviting Tender should be submitted through RTGS/NEFT in the

A..... (IFS Code: .....).

A certified copy of Payment Receipts towards Tender Cost and Earnest Money Deposit shall be submitted in the office of ..... on or before the closing date & time of submission of bid. In case the EMD & Tender fee does not credit in the specified Account No. of MACMCH due to any reasons, the bid is liable for rejection.

The Earnest Money of the Successful Bidder submitted through RTGS/ NEFT mode will be retained as Security Deposit.

The Bid Security / Earnest Money will be forfeited if the Bidder withdraws the Bid after its submission during the period of Bid Validity or in the case of a Successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; and/or to furnish the required Performance Security.

**6.1** All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet..

EMD for the mentioned amount shall be deposited to MACMCHH through RTGS / NEFT in the following account:

Bids not accompanied by EMD shall be rejected as non-responsive.

No interest shall be payable by the Employer for the sum deposited as EMD.

The EMD of those Bidders whose Financial Bids have been opened but are not selected as “Successful Bidder” would be returned within seven (7) days of issuance of LoA to the successful Bidder.

The EMD of Bidders who have not qualified for opening of Price Bids would be returned within seven (7) days of opening of Price bid.

The EMD shall be forfeited by the Employer in the following events:

- i. If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
- ii. If the Bidder tries to influence the evaluation process.
- iii. If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is

liable to be forfeited.

- iv. In case the Bidder, submits false certificate in terms of any documents supported to this Tender.
- v. If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LoA.
- vi. In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- vii. If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract.
- viii. In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Employer in writing.
- ix. In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

## **6.2 Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Section I: Bid Data Sheet, through RTGS / NEFT.

## **6.3 Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be claimed separately along with the RA Bills. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST and all other relevant taxes shall be paid as per existing rules and regulations at the time of payment.

**7.0** Any annotations or accompanying documentation in the bid shall be in English language only and in metric system. Tenders filled in any other language will be summarily rejected.

**8.0** Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued / downloaded. The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:

- 8 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- 8 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- 8 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- 8 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.

- 8 (e) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 9.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case MACMCH requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to MACMCH at the earliest where no time is specified by MACMCH to furnish the same. A failure to furnish the same shall entitle MACMCH to cancel/ reject the bid.
- 11.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 12.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling MACMCH to contact the bidder in case the need so arise.
- 13.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the Clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor, the amount of EMD would be adjusted against the Security deposit.
- 15.1 The earnest money deposit (EMD) submitted by all the bidders expect the lowest bidder shall be refunded immediately latest within a week from the date of approval of the award of the contract to the lowest bidder (s)/decision to re-tender or otherwise closure of the proposal as the case may be, by the competent authority. No interest shall be payable on EMD by MACMCH
- 15.2 In case of Joint Venture (JV), only Lead Partner can deposit EMD and same will be refunded to the bank account of the Lead Partner provided by the bidders / tenderers in the bid.
- 15.3 In case, where the Office-In-Charge considers that an item of EMD instead of being refunded, be carried to the credit of the MACMCH, then the fact required to be recorded on the Deposit Receipt with the Officers initial records, and request the Accounts / Finance Wing to effect necessary adjustment in Accounts. Accordingly, the concerned bidders shall be communicated this fact within the period specified for EMD refund.
- 16.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.
- 17.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

- 18.0** Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause proposals with the Bidder's participation to be disqualified.
- 19.0** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 20.0** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, terms, specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

**21.0 Bid Prices:**

The Contract shall be for the whole Works, as described, based on the cost schedule submitted by the Bidder. The bidder shall quote rates and prices for all items of the Works described in the cost schedule. The prices shall include all the taxes, levies, cess, royalty, terminal tax, or any other local, State or Central taxes as applicable / charged by Central or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the bidder shall be deemed to be inclusive of all such taxes, duties, cess, levies, etc. including 1% Labour Welfare Cess except for GST which shall be indicated and claimed separately. Labour Welfare Cess @ 1% of the value of the contract shall be deducted from the RA bills of the Contractor and deposited by MACMCH as per norms set up by the Govt.

The Bidder shall quote rate for Per item Basic price, inclusive of Freight, Insurance, Transportation, packing, Inspection if applicable etc. The GST has to be mentioned separately

Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time. The prices quoted shall be for destination of the consignees.

Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Road permit, way bill etc. are to be arranged by the Bidder.

The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. The prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

- 22.0 Bid Validity:** Bids shall remain valid for a period of 90 days after the last date for bid submission. A bid valid for a shorter period will be treated as non-responsive and shall be rejected.

In exceptional circumstances, prior to expiry of the original time limit, the MACMCH may request the bidder to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security.

- 23.0** Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract. Conditional offer or alternate offer will not be considered in the process of tender evaluation.



#### **24.0 Bid Opening and Evaluation**

- 24.1 Bidder's names and such other details like EMD furnished, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 24.2 After the opening of the technical bids, their evaluation will be taken up with respect to bid security, qualification and other information furnished in Technical bid. Thereafter, on fulfilling the criteria laid down in Bid Evaluation, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 24.3 The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids.

#### **25.0 Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid.

#### **26.0 Clarification of Bids and Contacting the Owner**

- 26.1 During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit such information/clarification within such period and in such manner as may be specified by the owner in the request so made. In the event of failure of the bidder to furnish such additional information as may be requested by the owner, the owner may, in its sole discretion, deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.
- 26.2 No bidder shall contact the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

#### **27.0 Examination of Bids and Determination of Responsiveness**

During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

After the above process is completed, the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document. Clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

#### **28.0 Evaluation of Bids**

- 28.1 Selection of the bidder for the tendered work will be based on technical and financial evaluation.

- 28.2 Technical evaluation shall be based on the bidder satisfying the eligibility criteria stated in clause 9 of Terms and Conditions under the Tender Notice AND the bidder furnishing all documents / certificates / undertakings as specified in clause 4.1 under INSTRUCTIONS FOR SUBMISSION OF BID.
- 28.3 Verification of the facts furnished by the bidders may be made prior to finalizing the technical evaluation.
- 28.4 If the bidder does not fulfil the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 28.5 The evaluation of the financial bid will be based on the lowest financial offer received for the work.

### **29.0 Award of Contract**

- 35.1. Subject to Clause 36, the Owner will award the Contract to the Bidder after evaluation as per Clause 34.
- 35.2. Owner has the right to accept any Bid and to reject any or all Bids and split the work or Increase and Decrease work. Notwithstanding Clause 35.1, the Owner also reserves the right to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action

### **30.0 Notification of Award and Signing of Agreement.**

- 30.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period and this letter will be called "Letter of Acceptance" or "Work order" which will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price") and also the time period for completion of the works.
- 30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 37.
- 30.3 The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed in the proforma given at **Annexure.3** by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.
- 30.4 Upon the furnishing of the Performance Security by the successful Bidder, the other Bidders will be informed that their Bids have been unsuccessful.

### **31.0 Performance Security**

- 31.1 Within 15 (fifteen) days of issue of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security equivalent to five percent [5%] of the Contract Price.
- 31.2 The performance security shall be furnished through RTGS/ NEFT in the A/c. No..... of MACMCH, Mannam Sugar Mills Post , Pandalam maintained at ..... Bank, Pandalam Branch (IFS Code: .....).
- 31.3 Failure of the successful bidder to comply with the requirement of sub-clause 37.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

### **32.0 Corrupt or Fraudulent Practices**

The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with MACMCH, Mannam Sugar Mills Post Pandalam and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

\*\*\*\*\*

## **PART – II**

### **6. GENERAL CONDITIONS: SCHEDULES**

**(i) SCHEDULES**

**SCHEDULE 'A':      Salient Features of the work.**

<b>Name of Work:</b>	Design, construction, supply, installation, testing, commissioning and operation of 50 kld sewage treatment plant at MACMCH Campus, Mannam Sugar Mills Post Pandalam
<b>Estimated cost:</b>	Rs..... lakhs (excluding GST and cost of spare parts on actual +10% basis).
<b>Earnest Money:</b>	Rs. .... /- /-.
<b>Security Deposit:</b>	10% of contract price.

**SCHEDULE 'B':      General Rules & Directions with reference to General Conditions of Contract: -**

<b>(i)      Officer inviting tender</b>	<b>:</b>	<b>Director, MACMCH, Pandalam</b>
<b>(ii)      Tender Accepting Authority</b>	<b>:</b>	<b>Director, MACMCH, Pandalam</b>
<b>(iii)      (a) Time allowed for submission of Performance Guarantee as per clause 3.1 of GCC from the date of issue of letter of acceptance</b>	<b>}</b>	<b>:      .... days</b>
<b>(iv)      Percentage on Cost of Materials and Labour to cover all overheads &amp; profits</b>	<b>}</b>	<b>:      included in the estimate</b>
<b>(v)      Standard Schedule of Rates</b>	<b>:</b>	<b>Not applicable</b>
<b>(vi)      Specifications to be followed</b>	<b>:</b>	<b>applicable</b>

\*\*\*\*\*

**(iii) GENERAL CONDITIONS OF CONTRACT**

**C O N T E N T S**

CLAUSE-1	:	DEFINITIONS
CLAUSE-2	:	INTERPRETATIONS
CLAUSE-3	:	PERFORMANCE GUARANTEE
CLAUSE-4	:	SECURITY DEPOSIT
CLAUSE-5	:	SUFFICIENCY OF TENDER
CLAUSE-6	:	CONTRACT DOCUMENTS
CLAUSE-7	:	DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE-8	:	DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE
CLAUSE-9	:	ASSIGNMENT AND SUB-LETTING
CLAUSE-10	:	FACILITIES TO OTHER CONTRACTORS
CLAUSE-11	:	CHANGE IN CONSTITUTION OF THE FIRM TO BE INTIMATED
CLAUSE-12	:	COMMENCEMENT OF WORK
CLAUSE-13	:	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS DRAWINGS AND ORDERS ETC.
CLAUSE-14	:	SETTING OUT THE WORKS
CLAUSE-15	:	URGENT WORKS
CLAUSE-16	:	DEVIATIONS, VARIATIONS, EXTENT & PRICING
CLAUSE-17	:	CONTRACTOR'S SUPERVISION
CLAUSE-18	:	INSTRUCTIONS AND NOTICE
CLAUSE-19	:	PLANT AND EQUIPMENT
CLAUSE-20	:	PATENT RIGHTS
CLAUSE-21	:	MATERIALS

CLAUSE-22	:	LAWS GOVERNING THE CONTRACT
CLAUSE-23	:	WATCH & WARD AND LIGHTING
CLAUSE-24	:	WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS
CLAUSE-25	:	LABOUR
CLAUSE-26	:	MATERIALS OBTAINED FROM EXCAVATION SUCH AS FOSSILS, COINS ETC.
CLAUSE-27	:	FORCE MAJEURE
CLAUSE-28	:	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF
CLAUSE-29	:	CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE-30	:	SUSPENSION OF WORKS
CLAUSE-31	:	FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE-32	:	TERMINATION OF CONTRACT ON DEATH
CLAUSE-33	:	CARRYING OUT PART WORK AT THE RISK & COST OF THE CONTRACTOR
CLAUSE-34	:	COMPLETION TIME AND EXTENSIONS
CLAUSE-35	:	LIQUIDATED DAMAGES FOR DELAY
CLAUSE-36	:	WHEN THE CONTRACT CAN BE DETERMINED
CLAUSE-37	:	INSPECTION AND APPROVAL
CLAUSE-38	:	COMPLETION CERTIFICATE & COMPLETION PLANS
CLAUSE-39	:	MEASUREMENTS
CLAUSE-40	:	PAYMENT ON ACCOUNT
CLAUSE-41	:	TAXES, DUTIES AND LEVIES ETC
CLAUSE-42	:	TAX DEDUCTION AT SOURCE
CLAUSE-43	:	PAYMENT OF FINAL BILL
CLAUSE-44	:	OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE-45	:	FINALITY CLAUSE
CLAUSE-46	:	SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS
CLAUSE-47	:	SETTLEMENT OF DISPUTES & ARBITRATION
CLAUSE-48	:	CLAIM
CLAUSE-49	:	INTEREST

\*\*\*\*\*

# GENERAL CONDITIONS OF CONTRACT

## CLAUSE - 1: DEFINITIONS

In the contract, the following words & expression shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- (i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Employer and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- (ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- (iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Director, MACMCH and his successors.
- (v) **Engineer-In-Charge (EIC)** means the Engineer officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vi) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day-to-day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (vii) **Work / works:** means work / works to be executed in accordance with the contract.
- (viii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- (ix) Tendered value means the value of the entire work as stipulated in the letter of award.

## CLAUSE – 2: INTERPRETATIONS

- 1.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 1.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

## CLAUSE – 3: PERFORMANCE GUARANTEE

- 1.1 The contractor shall be required to deposit an amount equal to 3% of the contract sum as performance guarantee through RTGS/ NEFT in the A/c. No. within 10 days of the issue of the work order. Bank guarantee will not be accepted as performance guarantee.
- 1.2 After recording of the completion certificate for the work by the competent authority, and completion of defects liability period, the performance guarantee shall be returned to the contractor without any interest.
- 1.3 In the event of contract being determined under the provision of any of the clauses/ conditions



of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

#### **CLAUSE – 4: SECURITY DEPOSIT**

- 4.1 Security deposit will be 8% of the value of work (Including Performance guarantee of 3%). The EMD received from successful tenderer will be converted as security deposit on signing of the agreement. Balance security deposit shall be deducted from the final bill of the contractor.
- In case of MSE registered firms, deduction of a sum 5% of the value of the work from the final bill of the contractor as Security Deposit will be made.
- 4.2 No interest will be paid on security deposit.
- 4.3 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 4.4 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also, in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 4.5 In case the contractor fails to commence the works or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, the Employer at its own discretion may recover the sum from his security deposit.

#### **CLAUSE – 9: ASSIGNMENT AND SUB-LETTING**

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless, any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

#### **CLAUSE – 12: COMMENCEMENT OF WORK**

The contractor shall commence the work at the respective sites within 15 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or

remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

**CLAUSE-13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.**

- 13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Specifications or revisions thereof other than standard printed specifications and charts/drawings issued to the contractor from time to time
  - (b) Explanations, instructions etc.
- Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.
- 13.3 In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in the BIS, work shall be carried out as per manufacturer's specifications, if manufacturer's specifications are also not available then as per District specifications. In case there are no such specifications as required, above the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.
- 13.4 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

**CLAUSE – 14: SETTING OUT THE WORKS**

The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of surveying, inspection, etc.

- 16.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
  - (ii) 20% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Director.

**CLAUSE - 22: LAWS GOVERNING THE CONTRACT**

The Courts at Pathanamthitta and relevant appellate once only shall have the jurisdiction any judicial proceedings.

### **CLAUSE - 23: WATCH & WARD AND LIGHTING**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watch & ward when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

### **CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.
- 25.1 The Contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Director shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

### **CLAUSE – 27: FORCE MAJEURE**

- 27.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 27.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 27.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

### **CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 28.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to the employer or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.
- 28.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.
- 28.4 Defects liability period for the works shall be 6 months from the date of completion of all works under the contract.

#### **CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE**

- 29.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 29.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be ascertained in the

same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

- 29.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose, the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-

charge. In case, the contractor fails to comply with the provisions of the safety the Engineer-in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

#### **CLAUSE – 30: SUSPENSION OF WORKS**

- 30.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.
- 30.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
  - (a) On account of any default on the part of the contractor or
  - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
  - (c) for the safety of the works or part thereof.
- 30.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 30.4 If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

#### **CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in Schedule 'B') shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

#### **CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or

remedy which shall have accrued or shall accrue to him under the contract.

**CLAUSE– 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR**

- 33.1 If the contractor
- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; **or**
  - (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or**
  - (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- 33.2 The Engineer-in-Charge without invoking action under clause 36 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:
- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
  - (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.
- 33.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the tendered value of the work.
- 33.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 33.5 Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 33.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

- 33.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **CLAUSE - 34: COMPLETION TIME AND EXTENSIONS**

- 34.1 The Engineer-in-Charge will make available to the contractor the site to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in making available any area of the work or the delays mentioned in Para 34.4, the competent authority as specified in schedule 'B' on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for completion of work. But the contractor shall not claim any compensation whatsoever on this account.
- 34.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, Govt. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 34.3 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.
- 34.4 However, if the work (s) be delayed by:-
- (i) Force majeure as per clause 27, or
  - (ii) Abnormally bad weather, or
  - (iii) Serious loss or damage by fire, or
  - (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
  - (vi) Non-availability of stores, which are the responsibility of Government to supply or
  - (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
  - (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

- 34.5 In case the cost of the work is more than 10 crores, then the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.
- 34.6 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.



- 34.7 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Competent Authority mentioned in Scheduled 'B' may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.
- 34.8 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

#### **CLAUSE – 35: LIQUIDATED DAMAGES FOR DELAY**

- 35.1 If the contractor fails to maintain the required progress in terms of clause 34 or to complete the work and clear the site on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below.

- (i) Liquidated Damages @ 1.5 % per month of delay  
for delay of work to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The competent authority mentioned in Schedule 'B' (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 34 or that the work remains incomplete.

The amount of liquidated damages may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the authority.

- 35.2 In case of contracts having tendered amount more than 10 Crores, if the contractor does not achieve a particular milestone mentioned in Schedule 'B', or the re-scheduled milestone(s) in terms of Clause 34.6, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
- 35.3 In case of contracts having tendered amount less than 10 Crores, if the work remains incomplete after the stipulated date of completion, the Engineer-in-charge may withheld 10% of the tendered value of the work from the running payments of the contractor pending final decision of the competent authority mentioned in schedule 'B' on the extension of time case. If the competent authority decides to grant extension of time without levy of liquidated damages or levy part of the total liquidated damages specified above then the balance withheld amount after adjusting the amount of the liquidated damages levied by the competent authority will be refunded to the contractor.

### **CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED**

- 36.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
  - (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
  - (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
  - (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
  - (v) If the contractor shall offer or give or agree to give to any person in EMPLOYER service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
  - (vi) If the contractor shall enter into a contract with EMPLOYER in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
  - (vii) If the contractor shall obtain a contract with EMPLOYER as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of integrity pact.
  - (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
  - (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of accredit or shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the EMPLOYER with the approval of the competent authority mentioned in schedule 'B' shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the EMPLOYER.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE - 39: MEASUREMENTS**

- 39.1 The Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
- 39.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 39.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, in such eventuality the measurements taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 39.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

#### **CLAUSE – 40: PAYMENT ON ACCOUNT**

- 40.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the actual measurements recorded in the measurement book(s).
- 40.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 40.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 40.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorized representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the EIC. Alternatively, payment, due to the contractor shall be made by electronic bank transfer / RTGS/ NEFT
- 40.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 40.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.7 Income Tax / TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

#### **CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.**

The rates quoted by the bidder shall be deemed to be inclusive of all taxes, duties, cess, levies, etc. and also including 1% Labour Welfare Cess except for GST which shall be indicated and claimed separately. Labour Welfare Cess @ 1% of the value of the contract shall be deducted from the RA bills of the Contractor and deposited by Employer as per norms of Govt.

#### **CLAUSE-42: TAX DEDUCTION AT SOURCE**

- 42.1 TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

#### **CLAUSE – 43: PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

#### **CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS**

- 44.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.
- 44.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 44.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 44.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 44.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

#### **CLAUSE – 45: FINALITY CLAUSE**

It shall be accepted as an inseparable part of the contract that in matters regarding design, materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

#### **CLAUSE–46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS**

All sum payable by way of compensation to the Authority under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

#### **CLAUSE - 48: CLAIMS**

- 48.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during proceeding month.
- 48.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.
- 48.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

#### **CLAUSE 49: INTEREST**

No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

\*\*\*\*\*

## **PART – III**

### **7. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT**

# TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT

## SCOPE OF WORK

The tender is invited on turnkey basis for Design, construction, Supply, Construction, Installation, Commissioning and operation for five years 50 KLD Sewerage Treatment Plant (STP) based on MBR technology, or appropriate technology to provide treated effluent quality as specified under cl. 4.0 of this document at MACMCH Campus, Pandalam.

All the works shall be carried out as per approved "Good for Construction" drawings only. The project involves Design, Construction, Supply, Erection, Testing, Commissioning and operate of STP of 50 KLD capacity complete in all respects including all contingent Civil, Electrical, Mechanical, piping & instrumentation work for five years. The tender is for turnkey job where it will be the responsibility of the contractor to hand over a completely functional unit complying with pollution control Board norms and with all necessary components. The work shall include but not limited to the following major items:

- i Design and engineering of STP to be operator friendly and for the operator's safety, health and hygiene.
- ii. Design Calculations and drawings shall be submitted to Client for approval, construction shall be started only after approval of GFC (Good For Construction) drawings by E.I.C.
- iii. Design & installation of all civil structures for the system including pile foundation.
- iv. The required approvals, permissions, NOC from the statutory / government agencies including incurring related expenses for the commissioning of the STP at the mentioned site and for the operation of the plant shall be obtained by the contract agency for and behalf of the client.
- v All the required accessories / apparatus / documents / approvals required for the installation, testing and commissioning of the unit may be arranged / supplied by the contract agency within the scope of work without any additional cost.

## **1. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, COMMISSIONING AND OPERATION OF 50 KLD S.T. P FOR FIVE YEARS AT MACMCH Campus, Pandalam**



### Basic Design Parameters

Nature of waste water	Sewage
Flow	5Cu.M / day
Operation period	20 Hrs
Space required	50-60 Sq.Ft
Electrical consumption	1-1.5 Kwh per 100 Ltrs

1. The Contract shall include design, construct, supply, install, test and commissioning of 50 KLD Sewerage Treatment Plant at MACMCH Pandalam including supply of all required civil , electrical and mechanical accessories and also arranging necessary approval from Kerala State Pollution Control Board for the operation of the plant.
2. Contractor shall arrange, / mobilize all required materials. accessories.at site
3. QUALITY OF INLET EFFLUENT

The inlet sewage from apartments and multipurpose hall will generally have the following characteristics:	
pH	6.5 - 7.5
COD	<400- 600 ppm
BOD	<250-350
TSS	<200ppm
Oil & Grease	less than 50 mg/l

#### 4 REQUIRED WATER QUALITY OF TREATED WATER

The treated sewage shall have following characteristics suitable for flushing	
pH	6.5 - 7.5
COD	<50ppm
BOD	< 10 ppm
TSS	< 5 ppm
Oil & Grease	<5 ppm

Any other parameters required by Pollution Control Board shall be complied by the Contractor at no extra cost. All statutory fees shall be paid by the contractor, no reimbursement will be entertained,

**(d) Main accessories / equipment required for the STP Unit**

Sl.No	Equipment Description	Quantity
1	Bar Screen Chamber	1 no
2	Feed Pump 0.5 HP	1W+1S
	SS-304; submersible- non clog; make: Lubi/Toshio/Equivalent	
3	Flow meter (1 Digital Electromagnet Flow meter and 2 Rotameter type)	3 no's
4	MBR module Equipment with 0.1 – 0.4-micron RPVDF hollow fiber membrane)	1 no
5	Membrane filtration pump 0.5 HP MOC: SS 304; Make:CNP/Lubi/Equivalent	1W+1S
6	Back wash pump	1 no
7	Control panel (with required automation and level sensors for automatic / manual controlling of systems)	1 no
8	Blower 1.00 to 1.5 HP Type: Side channel/Twin lobe root blower Make: Akash/SPM/Equivalent	1W+1S
9	Piping (UPVC/PVC – as per system requirement)	1 lot
10	Automation (PLC controlled system with level sensors for automatic/manual operation of system)	1 no
11	Dosing system	1 no
12	Raw water tank Capacity: 3000 liters MOC: MS-EP	1 no
13	Treated water tank Capacity: 3000 liters MOC: MS-EP	1 no
14	Sludge drying bed (Approximately 1,000 liters)	1 no
15	Any civil work required	L.S
16	Electrical (Three phase power with neutral and earth with MCB/MCB box near location of system)	1 no

17	Fresh water line (washing purpose)	1 no
18	Levelled floor as per agreed design	1 no
19	On site piping work till raw water storage tank and after treated water storage tank	1 no
20	Proper lighting as per sites requirement	1 no
21	Unloading of the system on site	L.S

## PERFORMANCE GUARANTEE

The guarantee is applicable for the performance of individual process equipment as well as overall performance of the sewage treatment plant.

### 1. Manufacturer's Guarantees

The manufacturer's guarantee for design, workmanship and performance for all bought out items shall be made available to the owner and shall be valid at least for the entire performance guarantee period. In the event of failure of any particular equipment which fails more than three times during the guarantee period as mentioned in clause below, the contractor shall replace the equipment at his own cost. Manufacturer's / Contractor's guarantee, for such replaced equipment shall also be made available to the Owner and should be kept at least for one year from the date of last replacement

### 2. Contractor's Guarantee

Performance Guarantee for Sewage Treatment Plant. The Contractor shall give guarantee for a period of one year from the date of successful Commissioning of the treatment plant against design, defective materials, workmanship and performance. The contractor shall give guaranteed treated waste water quality as indicated in Table . Any defects found in the workmanship, materials or performance of the unit shall be made good by the Contractor at his own expense within the time specified by Engineer-In-Charge

#### Guaranteed quality of treated waste water from the STP

The treated sewage shall have following characteristics suitable for flushing	
pH	6.5 - 7.5
COD	<50ppm
BOD	< 10 ppm
TSS	< 5 ppm
Oil & Grease	<5 ppm

## PAYMENT TERMS

### Stage payment

The stage payment will be made as mentioned below:

Including GST and the payment schedules will be as

**Stage 1** – 80% against the installation and commissioning of the plant.

**Stage 2** – Balance 20% against the submission of approval from the Kerala state Pollution Control Board for the operation of the plant.

**The security Deposit 8% will be released satisfactorily completion of Guarantee period of one year.**

## (ii) **SPECIAL CONDITIONS**

### A. **HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Employer harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
- iii) The Contractor should protect, defend and indemnify the owner from any claims by laborers or Sub Contractors for unpaid work or labour performed in connection with this Contract.

### B. **CHANGE ORDERS:**

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Authority.

### C. **UNSATISFACTORY PERFORMANCE:**

- i) In case of unsatisfactory performance/ progress / services by the Contractor, EMPLOYER shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, EMPLOYER reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

### D. **WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Authority under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

### E. **MISCELLANEOUS:**

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

## **PART - IV**

### **ANNEXURES.**

- |    |  |            |
|----|--|------------|
| 1. | Format of Self Declaration by the Bidder                   | Annexure.1 |
| 2. | Details of Past Experience of Contractor for Similar Works | Annexure.2 |
| 3. | Agreement Format   | Annexure.3 |
| 4. | Warranty form  | Annexure.4 |
| 5. | Time Schedule  | Annexure.5 |
| 6. | Notice for Appointment of Arbitrator                       | Annexure.6 |
| 7. | Details of Bank Account                                    | Annexure 7 |

\*\*\*\*\*

**DECLARATION BY THE BIDDERS**  
***(To be submitted on the letter head of the Bidder)***

**To,**

**Date:.....**

Director  
Mannam Ayurveda Co-operative Medical College  
Hospital, Mannam Sugar Mills Post,  
Pandalam - 689501

**Sub: Declaration from the Bidder**

**Tender Reference No:**

Dear Sir,

This is with reference to the above-mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of EMPLOYER and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in EMPLOYER projects in future, if it comes to the notice of EMPLOYER that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.
8.	<input type="checkbox"/>	I / We have visited the site and familiar with the site conditions as well as proposed works.

**Note:** Please Tick the appropriate box in the above table.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

### **DETAILS OF PAST EXPERIENCE OF CONTRACTOR FOR SIMILAR WORKS**

**(Bidder has to submit duly filled form in accordance with clause 4.1. (h) of instructions for submission of bid (page no.10))**

Sl. No.	Name & Location of Project	Value of Work (in lakhs)	Particulars of Client	Duration of Contract			Details of Work
				Date of Commence-ment	Scheduled Completion Date	Actual Completion Date	

**Note:**

- (i) Bidders to enclose copies of work orders with respective completion certificates issued by the owner in chronological order within a period of last 7 years.**
- (ii) If the table is not found spacious, bidder may kindly re-type form and submitted online.**
- (iii) Incomplete work / Ongoing project will not be considered hence the same may not be included.**



**AGREEMENT FORMAT**

This agreement made on ..... day ..... year ..... between the Director MACMCH (hereinafter called the 'Employer' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/s..... (hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

Whereas the MACMCH is desirous of undertaking the work of "50 KLD STP", WHEREAS the contractor has offered to execute and complete such works and WHEREAS MACMCH has accepted the tender of the contractor and WHEREAS the contractor has furnished

..... as Performance Security for the due fulfilment for all the conditions of this contract.

**NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS**

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement Viz.,

- i) E-tender submitted by the Contractor including,
  - (a) Notice Inviting Tenders
  - (b) Tender form
  - (c) Information & instruction for Tenders
  - (d) Schedule: Bill of Quantity
  - (e) Annexure's
  - (f) General Conditions of Contract and Technical specifications & Special Conditions of Contract
- ii) Correspondences between MACMCH and the Contractor dated .....
- iii) Work order No.....dated.....
- iv) Any other / all other documents relevant for the Contract Agreement

The contract agreement has been compiled by the MACMCH from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the parties ended vide letter no.

..... may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the MACMCH to complete and maintain the "Works" in conformity in all respect, with the provisions of the agreement.

The MACMCH hereby covenants to pay the contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of  
(MACMCH)

For and on behalf of  
*Contractor*

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Stamp*

*Stamp*

Witness:

Witness:

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

**WARRANTY FORM**

M/s..... (hereinafter referred to as the Bidder) having carefully studied all the tender documents pertaining to the Contract for “Design, Construction, Installation and Commissioning of 50 KLD S.T. Plant and operation for five years at MACMCH Camus, Mannam Sugar Mills Post, Pandalam, and the local conditions having undertaken to execute the said works.

**DO HEREBY WARRANT THAT:-**

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has investigated the work & also visited MACMCH office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Bidder shall mobilize the necessary equipment, qualified & experienced manpower as per tender conditions.
4. The Bidder is satisfied that the work may be performed and completed as required in the Contract.
5. The Bidder accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Bidder has/had/have no collusion with other Bidder, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute the said works according to the terms and conditions of the said Contract.
7. The Bidder has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Bidder is financially solvent.
9. The Bidder is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Bidder is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us and Inland Waterways Authority of India regarding works mentioned in the tender without any notice, reason or compensation and non-issue of tender documents in future.

Date

**For and on behalf of the Bidder**

**Time schedule for work of design, construction, supply, installation, testing and commissioning of 50 KLD Sewerage treatment plant at MACMCH Campus, Mannam Sugar Mills Post, Pandalam.**

1. Time schedule:-

SL#	Items	Period
1	Award of work order	ZERO DATE
2	Submission of performance Security (total 5%of the contract value)	WITHIN 10 DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
3	Signing of agreement	WITHIN 15 DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
4	Completion of the entire works including commissioning of the entire unit with all accessories and approvals and certificates from concerned departments	WITHIN <b>90 DAYS</b> FROM THE DATE OF AWARD OF WORK ORDER.

**For and on behalf of the Bidder**

**Notice for appointment of Arbitrator**  
**(Refer Clause 47)**

To,

The Director,  
MACMCH  
Mannam Sugar Mills Post,  
Pandalam - 689501

Dear Sir,

In terms of Clause 47 of the Agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Director for decision
17. Date of receipt of Director's decision

Specimen signatures of the applicant  
(only the person/authority who  
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.

Yours faithfully  
(Signatures)

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT  
THROUGH ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER**

**HEAD) NAME OF THE PROJECT: \_\_\_\_\_**

**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:**

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MACMCH in case of any change in particulars given below and will not hold MACMCH responsible for any delay / default due to any technical reasons beyond MACMCH's control: -

**Bank Account Number:** \_\_\_\_\_

**RTGS/NEFT/IFSC CODE :** \_\_\_\_\_

**Name of the Bank :** \_\_\_\_\_

**Address of the Branch of the Bank :** \_\_\_\_\_

**Branch code :** \_\_\_\_\_

**Account Type :** \_\_\_\_\_  
**(Saving/Current/Others)**

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold MACMCH responsible.

Date:

Signature of Authorized Signatory

**PART- V**

**FINANCIAL BID**

**BILL OF QUANTITIES**

The below mentioned Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Note: The Bidder shall enter a firm price against item and fill up the table.

- 1. The price(s) quoted shall be Basic cost other than GST and inclusive of all required accessories and works, transportation, inspection charges, approval certificates for the unit from PCB etc.**

## Item Rate BoQ

**Tender Inviting Authority: Mannam Ayurveda Co-operative Medical College Hospital**

**Name of Work: DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION OF 50 KLD SEWERAGE TREATMENT PLANT FOR FIVE YEARS AT MACMCH Campus Pandalam**

**Contract No:**

<b>Name of the Bidder:</b>						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Unit	Quantity	RATE In Figures To be entered by the Bidder in Rs. P	AMOUNT	AMOUNT In Words
1	2	3	4	5	6	7
1	50 KLD SEWAGE TRATMENT PLANT (BASED ON MEMBARANE BIO REACTOR TECHNOLOGY APPROPRIATE TECHNOLOGY)					
1.1	Design, construction, supply, installation, testing and commissioning, and operation of 50 KLD sewerage treatment plant for five years with all civil, electrical and structural works (including Earth work excavation, Backfilling, Concrete RCC & PCC), piping, tanks, pumps, instruments as per requirements details in the tender document. Including approval for operation of the plant from Kerala Pollution control Board.	No	1		0.00	INR Zero Only
<b>Total in Figures (excluding GST)</b>					0.00	INR Zero Only
<b>Quoted Rate in Figures</b>					0.00	INR Zero Only
<b>Quoted Rate in Words</b>			INR Zero Only			