



CHITTARANJAN NATIONAL CANCER INSTITUTE

(An Autonomous Body Under Ministry of Health & Family Welfare, Govt. of India)

1st Campus: 37, S.P. Mukherjee Road, Kolkata- 700026

2nd Campus: Street No 299, DJ-01, AA-1D, Newtown, Rajarhat, Kolkata-700160

Tender No. CNCI/e NIT-88/2024-25

Date: 28.02.2025

NOTICE INVITING TENDER

1. Tender for “**Renovation Work of Hospital 4th Floor Ward at Hospital Building, CNCI Hazra Campus**”. Sealed item rate tenders in two bid system are invited by CHITTARANJAN NATIONAL CANCER INSTITUTE (i.e. CNCI) for the works “**Renovation Work of Hospital 4th Floor Ward at Hospital Building, CNCI Hazra Campus.**” The two bid system of tender shall consist of Techno- commercial part (Envelope-I) duly sealed and super scribed with the words “Techno- commercial Part” and “Price Bid” (Envelope-II) super scribed with the words “Price-Bid”. Both the envelopes shall be kept in third envelope duly super scribed with the words “**Renovation Work of Hospital 4th Floor Ward at Hospital Building, CNCI Hazra Campus.**”. The works for which tender is invited are as follows:

Sl. No	Name of Work	Estimated Cost (in Rs.)	Earnest Money (in Rs.)	Cost of Tender document (in Rs)	Duration
A.	“ Renovation Work of Hospital 4th Floor Ward at Hospital Building, CNCI Hazra Campus. ”	--	12,500.00	--	60 Days

The brief scope of work in this tender shall include (but not limited to) providing all labour, materials, tools and plant, transportation to site, storage and safe custody of the materials, erection testing and commissioning all complete including rectification, repair etc. during defect liability period etc.

Apart from above, any other service required for completeness of the services and as per direction of CNCI is deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions.

The detailed scope of work is given in the tender documents.

Time schedule of tender activities:

- i) Date & Time for submission of Tender Documents: to **20/03/2025 up to 14.00 hrs.**
- ii) Date & Time of Opening of Technical Bid: On **21/03/2025 at 14:30 hrs.**
- iii) Date & Time of Opening of Commercial Bid: To be Communicated to the qualifying tenderer later

3.0 Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender.

a) Bidder should have completed /substantially completed during last 7 (seven) years from the last date of submission of the bid the following “similar works”.

Three similar works, each of costing minimum **40%** of the estimated cost put to this tender.

OR

Two similar works each of costing minimum **60%** of the estimated cost put to this tender.

OR

One similar work costing minimum **80%** of the estimated cost put to this tender.



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The substantially completed works shall be the works where at least 80% billing of total awarded value has been achieved. The certificates issued by client with billed value of work shall form the basis of evaluation.

“Similar Works does not mean General Civil works. The bidder should have similar experience as per the scope of work.”

b) For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

c) Should have had Average Annual Financial Turnover of at least **100%** of the estimated cost of the work in the last three consecutive years ending **31.03.2024** duly certified by a Chartered Accountant.

d) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years ending **31.03.2024**. Copies of balance sheet / certificate from Chartered Accountant are to be submitted.

g) Should have valid Permanent Account Number of Income Tax Should have a valid trade license. Copies of documentary evidence are to be submitted.

h) Should have valid GST Registration number. In case the bidder does not have GST Registration, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st RA Bill whichever is earlier. An undertaking shall be submitted by the bidder for the submission of GST required in the line with the above.

i) The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies shall be accepted for assessing the eligibility of tender.

j) The contractors who are in litigation with CNCI currently or for last five years are not eligible to participate in this tender. In case it is subsequently found in the tendering stage that the tenderer has participated in the tender even though he is already in litigation with CNCI his offer shall be rejected and his EMD shall be forfeited by CNCI. In case such a tenderer is awarded with the work his contract will be terminated forthwith and all his securities will be forfeited by CNCI.

k) Even though an applicant may satisfy the eligibility criteria, CNCI reserves the right for not issuing the tender document if the applicant has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

l) All corrigendum and addendum shall be part of tender documents and are to be submitted duly signed and stamped by the tenderer. Even if tenderer fails to submit corrigendum and addendum duly signed by him, he will be deemed to have gone through such addendums/ corrigendum if any, and no claim shall be entertained by CNCI on account of any omission /error on his part.

m) Should have an office setup in Kolkata, West Bengal.



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4.0 Tender documents comprising of the following:

- a) Volume –I:
 - a. Notice Inviting Tender
 - b. Checklist of Documents to be submitted
 - c. Letter of undertaking
- b) Volume –II: Price Bid with Bill of Quantity

5.0 Relevant experience certificates and other documents shall be self-attested by the tendered. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/ forged and the EMD submitted by him shall stand forfeited by CNCI. The decision of CNCI in this regard shall be final and binding on the tenderer.

6.0 All Tenders shall be valid up to 90 days from the due date of submission including any extension thereof and must be accompanied by Earnest Money Deposit payable favoring, “**Director, Chittaranjan National Cancer Institute**”, payable at Kolkata in form of DD. The EMD shall be valid for a minimum period of 90 days (NinetyDays) from the date of publication of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected. However, exemption will be granted for submission of EMD to applicable firms/agencies as per Govt. of India norms.

7.0 All Tenderers are requested to submit a details of Contact persons with their phone no and email id of which organizations Completion certificate they are giving.

8.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taking place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

9.0 CNCI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by CNCI at any time without giving any notice to the tenderer in this regard. The decision of CNCI in the matter of disqualification shall be final and binding on the Tenderers.

10.0 CNCI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the CNCI website. The bidders are required to check CNCI’s website regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped.

11.0 The price bid of those bidders whose bids have been found to be prima-face techno-commercially accepted on the basis of documents submitted along with the bid (Techno-commercial part) shall be opened with prior intimation to them. Hence, the participating tenderers must furnish their e-mail id and contact phone numbers on the techno-commercial part.

12.0 In case of tie-tender, where two firms are bidding lowest, CNCI reserves the right to split the work among these bidders and / or CNCI will reserve the right to award the tender to any one of such bidder. Further CNCI does not bind itself to accept the lowest tender. The decision of CNCI in this regard shall be final and binding on the tenderers.



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13.0 SUBMISSION OF TENDER

- A. Help for bidders, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal. [<https://eprocure.gov.in/eprocure/app>]
- B. It is mandatory for all the bidders to have a valid Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of Chittaranjan National Cancer Institute.
- C. It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.
- D. Tender documents will be available online on website <https://eprocure.gov.in/eprocure/app> which can be downloaded free of cost.
- E. Bidders may download and refer the "Instructions for Online Bid Submission" from
- F. (<https://eprocure.gov.in/eprocure/app>).
- G. The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".
- H. Bill of Quantities with rates duly filled in is to be submitted in the format provided online in the name of "Financial Bid". Hence, physical submission of the documents is limited to submission of original Earnest Money and Tender document fee. Deposit in the form of Demand Draft as per provision given in NIT.
- I. Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.
- J. Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
- K. The bidders are advised to submit their e-bids well before the e-bid due date. CNCI shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- L. The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.
- M. Any tender received without original Earnest Money and Tender document fee in the form as specified



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in NIT shall not be considered and shall be summarily rejected.

- N. CNCI reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. CNCI's assessment of suitability as per eligibility criteria shall be final and binding.
- O. The Purchaser reserves the right to accept tenders for any quantity of his choice and the tenderers shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or part without assigning any reasons.
- P. IF NEEDED TECHNICAL EVALUATION DONE AFTER SUBJECT TO VERIFICATION OF TECHNICAL DOCUMENT and ORIGINAL CERTIFICATE.
- Q. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.
- R. An affidavit by the applicant on a stamp paper of Rs.100/-, that the Bidders has not been debarred or blacklisted by any Govt. or private hospital as per If any of the above certificates is not applicable or not available, the Bidders needs to submit a letter to that effect stating the reason for the same

14.0 Contact details for site related Queries / Visit:

Depositing Hard Copy of Bids. In addition to online submission of bids, the bidder should **ALSO DEPOSIT HARD COPY** of the bids within the promulgated 'Last date and time for depositing the bids' to facilitate internal processing of the case for sanction. Bids are to be kept in sealed cover super scribing 'TENDERS FOR PROCUREMENT OF AT CNCI.

Copy of RFP signed & stamped on all pages including compliance matrix & excluding price along with RFP Ref No., date of tender opening and name of your firm to avoid the Bid being declared invalid. Sealed Bids should be either dropped in the Tender Box or receiving sectioned or sent by Registered Post at the address given above so as to reach by the due date and time. It may be noted that hard copy of bid deposited without sealed cover may be summarily rejected. Non-submission/ Late submission of hard copy of bids will render rejection of bidder. Online Bids will only be opened wrt bidders who have deposited hard copy of bids by the due date and time. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. **Hard copy of Bids sent by FAX or e-mail will not be considered.**

a. Smt. Sayoni Paul

Chittaranjan National Cancer Institute,
37, S.P. Mukherjee Road, Kolkata-
700026

**DIRECTOR,
CNCI, KOLKATA**



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GENERAL CONDITIONS OF CONTRACT

ENGINEERING DIVISION

CONDITIONS OF CONTRACT

Definitions:

- 1) The Contract means the documents forming the tender and acceptance/undertakings there and the formal agreement executed between the director – CNCI and the Contractor/ Service Provider together with 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 form one contract and shall be complementary to the another.
- 2) In the contract, the following expression shall unless the context otherwise requires have the meaning hereby respectively assigned to them.
 - a) The expression 'WORKS' or 'WORK' shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract constructed to be executed whether temporary or permanent and whether original altered substituted or additional.
 - b) 'SITE' means the land area and other places on, under, in or through which the works are to be executed or carried out and any other land or places provided by CNCI or used for the purpose of the agreement.
 - c) 'CHITTARANJAN NATIONAL CANCER INSTITUTE', hereinafter called 'CNCI' shall mean Owner/ Client.
 - d) 'CONTRACTOR/ SERVICE PROVIDER/SERVICE PROVIDER' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legally authorized personal representative or such individual or the persons composing such firm or company or the successors or such firm or company and the permitted assignees of such individual or firm or company.
 - e) The 'DIRECTOR' means the Director of CNCI and his successors.
 - f) The 'ENGINEER-IN-CHARGE' means who shall supervise and be in charge of the work on behalf of the Director-CNCI.
 - g) 'APPROVAL' means approved in writing including subsequent written confirmation of previous verbal approval.
 - h) 'WRITING' means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
 - i) 'MONTH' means English Calendar month. 'Day' means a Calendar day of 24 Hrs each.

- j) 'CONTRACT VALUE' means the sum for which the Tender is accepted as per the Agreement/ Letter of Acceptance/ Letter of Intent.
- k) LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.
- l) 'BILL OF QUANTITIES or SCHEDULE OF QUANTITIES' means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the Tender. TENDER means the Contractor/ Service Provider's priced offer to CNCI for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent or Award letter. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".

3) SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the Site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at Site, approach roads to the Site, availability of water & power supply, applicability of taxes, duties and levies etc., nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute the complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered Site conditions irrespective of the fact whether he has inspected it or not and/or have satisfied himself in all respects before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by CNCI at a later date.

4) SCOPE OF WORK

The scope of work covered in this Tender shall be as per the Bill of Quantities, Specifications, Drawings, Instructions, Orders issued to the Contractor/ Service Provider/Service Provider from time to time during the pendency of work. Refer NIT for brief scope of work.

The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The Contractor/ Service Provider shall

be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the Bill of Quantities.

5) EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD) @ 2% of the value of work, required to be submitted along with the Tender as mentioned in "Notice Inviting Tender" in favor of "**Director, Chittaranjan National Cancer Institute**", payable at Kolkata in form of DD from any Nationalized bank / Scheduled Bank.

- 5.1 EMD shall accompany the offer and placed in the sealed envelope cover of the offer as detailed in Instructions to Tenderer. Any tender not accompanied with the requisite Earnest Money Deposit along with 'Letter of Undertaking' shall not be accepted and be rejected and such tenderer(s) will not be allowed to attend the opening of bids.
- 5.2 The EMD of all unsuccessful tenderers (i.e. except evaluated lowest tenderer) shall be returned within Fifteen (15) days of the opening of price bids by CNCI.
- 5.3 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in/ along-with the Tender.
- 5.4 In case, the condition 5.3 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and CNCI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full Earnest Money said.
- 5.5 No interest will be payable by CNCI on the said amount covered under EMD/Other security documents.
- 5.6 EMD of successful tenderer, if deposited in the form of Demand Draft, will be treated as part of Retention Money.
- 5.7 At any time after the due date of the Tender, if any tenderer alters /modifies/withdraws his tender within the validity period (or the extended validity period) of his tender or fails to execute the "Contract Agreement" within the prescribed time period after the placement of LOI on him, CNCI without prejudice to any other rights or remedies shall be at liberty to forfeit the Earnest Money deposited by the tenderer. In the event of re-tender, such tenderer shall not be allowed to submit tender.

6) MOBILIZATION OF MEN, MATERIALS AND MACHINERY

- 6.1 All expenses towards mobilization at Site and de-mobilization including bringing in equipment, work force, materials, clearing the Site etc. shall be deemed to be included in prices quoted and no separate claim for payment on account of such expenses shall be entertained.
- 6.2 It shall be entirely the Contractor/ Service Provider's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work.
- 6.3 It is mandatory for the Contractor/ Service Provider to provide safety equipment and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work and while working. The minimum requirement (but not limited to) shall be gumboots, safety helmets, Rubber hand gloves, facemasks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipments and gadgets shall also be provided to CNCI by the Contractor/ Service Provider at his own cost for use of CNCI Officials and/ or workforce while working/ supervision at Site. The contractor shall ensure that no staff/ worker shall be allowed to enter the Site without these equipments/ gadgets. The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the Contractor/ Service Provider for the items & works as per Bill of Quantities and Contractor/ Service Provider shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at Site. In case the Contractor/ Service Provider is found to be deficient in providing Safety Equipments/ Gadgets in the opinion of Engineer-In-Charge, the Engineer-In-Charge at his option can procure the same at the risk & cost of Contractor/ Service Provider and provide the same for the use of worksite and shall make the recoveries from the bills of the Contractor/ Service Provider for the same. The decision of the Engineer-In-Charge shall be final and binding on Contractor/ Service Provider in this regard.

7) TAXES & DUTIES

- 7.1 To enable CNCI to avail GST Input tax credit, CONTRACTOR/ SERVICE PROVIDER shall submit GST compliant Tax invoice containing all the particulars according to the GST Rules & Law. Such invoice shall be submitted within prescribed time limit in the name of CNCI and must contain the address and GSTIN of CNCI.
- 7.2 In case GST credit is delayed/denied to CNCI or subsequently recovered from CNCI due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt, by CONTRACTOR/ SERVICE PROVIDER for any other reasons not attributable to CNCI, in such case, any financial implication on CNCI on account of delay/loss/recovery from CNCI of such GST Credit along with interest levied/ leviable on CNCI till the time GST credit is available to CNCI, shall be recovered/ realized from the CONTRACTOR/ /SERVICE PROVIDER's running bill/ security deposit.
- 7.3 Irrespective of refund of GST Credit and interest thereon to CNCI by GST portal upon subsequent declaration of such invoice by CONTRACTOR/ SERVICE PROVIDER in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by CONTRACTOR/ SERVICE PROVIDER on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had CONTRACTOR/ SERVICE PROVIDER declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered/ realized from CONTRACTOR/ SERVICE PROVIDER.
- 7.4 GSTIN of CNCI will be provided to the CONTRACTOR/ SERVICE PROVIDER along with the work order.
- 7.5 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 7.6 Payment to the CONTRACTOR/ SERVICE PROVIDER will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the CONTRACTOR/ SERVICE PROVIDER by CNCI.
- 7.7 Applicable GST shall also be recoverable from the CONTRACTOR/ SERVICE PROVIDER in case of LD recovery/penalty on account of breach of terms of contract.
- 7.8 Income tax deductions shall be made from all payments made to the CONTRACTOR/ SERVICE PROVIDER including advances against work done, in accordance with the Income Tax act prevailing from time to time.

8) ESCALATION / PRICE VARIATION

All rates as per Bill of Quantities (BOQ)/Price-Bid quoted by Contractor/ Service Provider shall be firm and fixed for entire contract period. No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. No escalation/price variation clause shall be applicable on this contract.

9) LIQUIDATED DAMAGE (LD)

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the Seventh day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent for each week of delay or part thereof subject to maximum 10% on the contract value and the decision of the Engineer in charge in this regard is final.

10) COMPLETION CERTIFICATE

Within ten days of the completion of the work, the Contractor/ Service Provider shall give notice of such completion to the Engineer-in-Charge and within ten / thirty days of the receipt of such notice, Engineer-in-Charge shall inspect the work, and if there is no defect in the work, he shall furnish the Contractor/ Service Provider with a certificate of completion otherwise a provisional certificate of completion indicating defects to be rectified by the Contractor/ Service Provider and/or for which payment will be made at reduced rates. No certificate of completion provisional or otherwise shall be issued nor shall the work be considered to be complete until the Contractor/ Service Provider shall remove from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work as shall have been executed or constructed by the Contractor/ Service Provider (s) and cleaned of the dirt from all wood work door windows walls floors or other part of any building, in, upon or about which the work is to be executed or of he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Contractor/ Service Provider shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all hut and sanitary arrangement as aforesaid and cleaning off dirt or before the date fixed for the completion of the

work the Engineer-in-Charge may at the cost and expense of the Contractor/ Service Provider remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as it thinks fit and clean of such dirt as aforesaid and the Contractor/ Service Provider shall have no claim against CNCI except for any sum actually realized by the sale thereof.

11) INSURANCE UNDER WORKMEN'S COMPENSATION ACT

Contractor/ Service Provider/Service Provider is required to take insurance cover as per requirement of the Workmen's Compensation Act, 1923 amended from time to time from an Approved Insurance Company and pay premium charges thereof. Whenever required by CNCI, the Contractor/ Service Provider shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

12) LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR/ SERVICE PROVIDER

The Contractor/ Service Provider/Service Provider shall obtain a valid licence under the contract labour (Regulation Abolition) Act 1970 and the Contract Labour Act (R&A) Central Rules 1971 and amended from time to time, and continue to have a valid licence until the completion of the work including defect liability period. The Contractor/ Service Provider/Service Provider shall also abide by the provision of the child labour (Prohibition and Regulation) Act. 1986 and as amended from time to time. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

The Contractor/ Service Provider/Service Provider shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Maternity Benefit Act, 1961 and Mines Act -1932, Industrial Disputes Act, 1947 or any modifications thereof or any other law relating thereto and rules made there under from, time to time.

12.1 No labour below the age of 18 years shall be employed on the work.

13) LABOUR SAFETY PROVISION

The Contractor/ Service Provider/Service Provider shall be fully responsible to observe the labour safety provisions.

14) OBSERVANCE OF LABOUR LAWS

The Contractor/ Service Provider/Service Provider shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CNCI against effect of non-observance of any such

laws. The Contractor/ Service Provider/Service Provider shall be liable to make payment to all its employees, workers and make compliance with labour laws. In case of any default to the contractor, CNCI is held liable as “Principal Employer” to pay any amount or contribution etc. under legislation of Govt. or Court decision in respect of the employees of the Contractor/ Service Provider/Service Provider, then the Contractor/ Service Provider/Service Provider would reimburse the amount of such payments, contribution etc. to CNCI and/ or same shall be deducted from the payments, Retention Money etc. of the Contractor/ Service Provider/Service Provider.

15) LAWS GOVERNING THE CONTRACT

This Contractor/ Service Provider/Service Provider shall be governed by the Indian Laws for the time being in force and amended from time to time.

16) LAWS, BYE LAWS RELATING TO THE WORK

The Contractor/ Service Provider/Service Provider shall strictly abide by the provisions, for the time being in force, of law relating to works or any regulations and bye laws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor/ Service Provider/Service Provider shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bye laws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

17) EMPLOYMENT OF PERSONNEL

17.1 The Contractor/ Service Provider shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents & integrity and any other nationality in any way are associated with the works.

18.1 a) The contractor/ service provider shall ensure that the persons employed in the work site, do not engage in trade union activities, picket up, Gherao, raising slogans, putting up festoons, disrupting the work of the CNCI.

18.2 CNCI shall have full power to get removed immediately any representative, agent, servant and workmen or employees of the Contractor/ Service Provider/Service Provider on account of misconduct, negligence or incompetence or whose continued employment may in the opinion of the Engineer-In-Charge be undesirable without assigning any

reason for the removal. The Contractor/ Service Provider/Service Provider shall not be allowed any compensation on this account whatsoever.

18) TECHNICAL STAFF FOR WORK

The Contractor/ Service Provider shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to be deployed, their qualification, experience as decided by CNCI shall be final and binding on Contractor/ Service Provider. The Contractor/ Service Provider shall not be entitled for any extra payment in this regard. The technical staff should be available at Site, whenever required by CNCI to take instructions.

19) WORKMEN'S COMPENSATION ACT

The Contractor/ Service Provider shall at all times indemnify CNCI against all claims for compensation under the provision of Workmen's Compensation Act,1923 or any other law in force, for any workmen employed by the Contractor/ Service Provider in carrying out the contract and against all costs and expenses incurred by CNCI therewith.

20 a) The Contractor/ Service Provider shall take all slips to ensure safety of woman workers against sexual harassment.

20) MINIMUM WAGES ACT

The Contractor/ Service Provider shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

21) MEASUREMENTS OF WORKS

21.1 Unless otherwise mentioned in the Bill of Quantities the measurements of works shall be done as per CPWD specifications (as specified in Technical Specification of the Tender) and if the same is not given in the CPWD Specifications, the same shall be measured as per latest relevant BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

- 21.2 The Engineer-In-Charge shall accept as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 21.3 All items having financial value shall be entered in Measurement Book, level book, etc. prescribed by CNCI so that a complete record is obtained of all work performed under the contract. Items of non-financial value (which are not payable) may also be entered in Measurement Book at the sole discretion of the Engineer-In-Charge.
- 21.4 Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor/ Service Provider or his authorized representative.
- 21.5 Before taking measurements of any work the Engineer- In-Charge or the authorized person deputed by him for the purpose shall give a reasonable notice to the Contractor/ Service Provider. If the Contractor/ Service Provider fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-In-Charge or by the person deputed by him shall be taken to be correct and final measurements of the work.
- 21.6 The Contractor/ Service Provider shall, without extra charge provide assistance with every appliance, labour and other things necessary for measurement.

Measurements shall be signed and dated by both parties each day on the Site on completion of measurement.

22) PAYMENTS

- 22.1 The bill shall be submitted by the Contractor/ Service Provider Quarterly on or before the date fixed by the ENGINEER-IN-CHARGE for all works executed in previous months. The Contractor/ Service Provider shall prepare computerized bills using the program as approved by Engineer-In-Charge as per prescribed format/ pro-forma. The Contractor/ Service Provider shall submit three numbers of hard copies for all bills.
- 22.2 All payments shall be released by CNCI through RTGS/ BY CHEQUE directly to the Contractor/ Service Provider account.
- 22.3 No running payment for the bill will be done by CNCI.

23) WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC.

The Contractor/ Service Provider shall execute the whole and every part of the work in

the most substantial and workman like manner both as regards materials, workmanship and otherwise in every respect in strict accordance with the specifications. The Contractor/ Service Provider shall also conform exactly, fully and faithfully to the Design, Drawings and Instructions in writing in respect of the work assigned by the Engineer-In-Charge and the Contractor/ Service Provider shall be furnished free of charge one copy of the Contract Documents together with Specifications, Designs, Drawings.

The Contractor/ Service Provider shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The Contractor/ Service Provider shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

24) DIRECTION FOR WORKS

24.1 All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-In-Charge of CNCI who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

24.2 The Engineer-In -Charge and his representative shall communicate or confirm their instructions to the Contractor/ Service Provider in respect of the execution of work during their Site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-In-Charge. The Contractor/ Service Provider or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book. The Contractor/ Service Provider shall be bound to sign the site order book as and when required by Engineer-In-Charge and carry out compliance of instructions promptly to the satisfaction of Engineer-In-Charge.

25) Alterations, in specification and designs

The Engineer-in-Charge shall have power to make any alterations in omissions from additions to or substitutions or the original specifications, drawings, designs, and instructions, that may appear to him to be necessary during the progress of the work and the Contractor/ Service Provider shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omission, additions substitutions shall not invalidate the Contract any altered additional or substituted work which the Contractor/ Service Provider may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor/ Service Provider on the same conditions in all respects on which he agreed to do the main work. The time of the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion Over and above this a further period to the extend of 25 percent such extensions shall be allowed to the Contractor/ Service Provider. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional, altered or substituted work are specified in the Contractor/ Service Provider for the work, the Contractor/ Service Provider is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional altered substituted work are not specifically provided in the contract for the work, such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii) If the altered additional or substituted work includes any work which no rates is specified in the contract for the work and cannot be derived from the similar class of work in the

contract, than such work shall be carried out at the rates entered in CPWD Schedule of Rates in operation minus / plus percentage which the tendered amount of the concerned component work bears to the concerned component estimated cost of the entire work put to tender.

- iv) If the rates of the altered additional or substituted work cannot be determined in the manner specified in the sub-clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the concerned Schedule of Rates of the District specified above minus plus the percentage which the tendered amount of the concerned component work bears to the estimated cost the concerned component work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of the work supported by analysis of the basis of prevailing market rates. However, the Engineer-in-Charge, by notice in writing will be at liberty to carry out assessment of such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the Contractor/ Service Provider shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

26) DEFECTS LIABILITY PERIOD

The Contractor/ Service Provider shall be responsible for the rectification of defects in the works for a period of **18 months** from the date of taking over of the works by the Owner/ Client. Any defects discovered and brought to the notice of the Contractor/ Service Provider forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor/ Service Provider fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by CNCI at the cost and expense of the Contractor/ Service Provider.

27) ARBITRATION

- 27.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part- III of the

Arbitration and Conciliation Act. 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawings and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred for arbitration to the Sole Arbitration of the Director of CNCI, or any other person discharging the functions of DIRECTOR of CNCI and if DIRECTOR or such person discharging the functions of DIRECTOR of CNCI is unable to act, to the sole Arbitration, some other person appointed by DIRECTOR of CNCI or such other person discharging the functions of DIRECTOR of CNCI shall act and function as sole Arbitrator and the award thereof passed shall be binding.

28) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR/ SERVICE PROVIDER

If the Contractor/ Service Provider is an individual or a proprietorship concern and the individual or the proprietor dies then unless the Engineer-In-Charge is satisfied that the legal representatives of the individual Contractor/ Service Provider or of the proprietor of the proprietary concern and in the case of partnership firm, the surviving partners, are capable of carrying out and completing the contract, CNCI shall be entitled to cancel the contract as to its in completed part without CNCI being in any way liable to payment of any compensation to the estate of the deceased Contractor/ Service Provider and/or to surviving partners of the Contractor/ Service Provider's firm on account of cancellation of the contract. Such cancellation of Contract shall be without prejudice to any of the rights & remedies available to CNCI under the contract. The decision of CNCI that the legal representatives of the deceased Contractor/ Service Provider or the surviving partners of the Contractor/ Service Provider's firm cannot carry out and complete the contract shall be final and binding on the parties.

29) CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the bids are under consideration, the bidders are advised to refrain from contacting by any means, CNCI and/or his employees/ representatives on matters related to the bid under consideration and that if necessary, CNCI will obtain clarifications in writing or as may be necessary. The Tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized and competent to discuss and get clarification from the tenderers.

30) ADDENDA/ CORRIGENDA

Addenda/Corrigenda to the Tender Documents may be issued prior to the date of opening of the Tender to clarify or effect modification in specification and/or contract terms included in various Tender Documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt and submit along with the Tender Document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the Tender and contract documents.

31) Performance Security:

There will be a performance security deposit amounting to the total value excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of "Letter of Intent"/ Purchase Order.

32) PBG:

Performance Bank Guarantee of @3% of PO value is applicable in this tender.

LABOUR SAFETY PROVISIONS

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 2.0 Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened and secured to prevent it from swaying from the building or structure.
- 3.0 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft.) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor/ Service Provider shall provide all necessary warnings, fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by an

person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor/ Service Provider, be paid to compensate any claim by any such person.

6.0 EXCAVATION AND TRENCHING

All trenches, 1.2mts.(four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, Ladder shall be extended from bottom of the trench to at least 90 cm (3feet) above the surface of the ground. The sides of the trenches, which are 1.5m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done

7.0 DEMOLITION

Before any demolition work is commenced and also during the progress of the work:

- 7.1 All roads and open areas adjacent to the work Site shall either be closed or suitably protected and signage of work in progress shall put up for display.
- 7.2 No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- 7.3 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-In-Charge and experts should be kept available for the use of persons employed on the Site and maintained in a condition suitable for immediate use, and the Contractor/ Service Provider should take adequate step to ensure proper use of equipment by those concerned- The following safety equipment shall be invariably provided.
- 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
- 8.3 Those engaged in welding works shall be provided with welder's protective eye shields.
- 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
- 8.5 When workers are employed in sewers and manholes, which are in active use, the Contractor/ Service Providers shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the Contractor/ Service Provider shall ensure that the following safety measures are adhered to:
 - a. Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

- b. At least 5 to 6 manholes upstream and down stream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
- c. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently.
- j. Gas masks with Oxygen Cylinder should be kept at Site for use in emergency.
- k. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at-least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- l. The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing them to work in the manhole.
 - m. The workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves non-sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-In-Charge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor/ Service Provider shall not employ minor men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - 8.6.2 Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - 8.6.3 Overall shall be supplied by the Contractor/ Service Provider to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - 8.6.4.1
 - a. White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
 - b. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.

- c. Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- 8.6.4.2
- a. Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
 - b. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 8.6.4.3
- a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of the Consultant.
 - b) CNCI may require when necessary a medical examination of workers.
 - c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0
- When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10.0
- Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
- 10.1
- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept required in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 10.2
- Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.
- 10.3
- In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above

shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- 10.4 In case of machines provided by CNCI, the safe working load shall be notified by the Engineer-In-Charge. As regards Contractor/ Service Provider's machines the Contractor/ Service Provider shall notify the safe working load of the machine to the Engineer-In-Charge whenever he brings his machines to Site of work and get verified by the Engineer-In-Charge.
- 11.0 The Contractor/ Service Providers must ensure and satisfy itself the motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances is provided with efficient safeguard, hosting appliances with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary, be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12.0 The Contractor/ Service Providers must ensure all scaffolds, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.0 Safety provisions are brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the Contractor/ Service Provider.
- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor/ Service Provider shall be open to inspection by the or their representatives.
- 15.0 Notwithstanding the above Clauses from (i) to (xiv) there is nothing in these to exempt the Contractor/ Service Provider from the operations of any other Act or Rule in force in the Republic of India.

- 16.0 Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the trespassers from entering the area.
- 17.0 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto. Inserting of bare wires fortapping the power from electrical sockets is completely prohibited.
- 18.0 All underground cables for supplying construction power shall be routed using conduit pipes. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

The Contractor/ Service Provider shall abide by the model rules set out hereunder:

1.0 APPLICATION

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the Contractor/ Service Provider work is in progress.

2.0 DEFINITION

Work place means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period during which the Contractor/ Service Provider work is in progress.

3.0 FIRST-AID FACILITIES

3.1 At every work place first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed.

3.2 The First-Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipments:-

3.2.1 a) For work places in which number of contract labour employed does not exceed 50, Each First-Aid box shall contain the following equipments:

- i) 6 small sterilized dressings.
- ii) 3 medium size sterilized dressings.
- iii) large size sterilized dressings.
- iv) 3 large sterilized burn dressings.
- v) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
- vi) 1(30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- vii) 1 snake-bite lancet.
- viii) 1 (30 gms) bottle of potassium permanganate crystals.
- ix) 1 pair of scissors.
- x) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India.
- xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- xii) Ointment for burns.
- xiii) A bottle of suitable surgical antiseptic solution.

3.3 Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

3.4 Nothing except the prescribed contents shall be kept in the First Aid box.

3.5 The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

4.0 DRINKING WATER

4.1 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

4.2 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

4.3 Every water supply of storage shall be at a distance of not less than 50 feet from any latrines drain or other source of pollution, where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells

shall be entirely closed in and be provided with a trap-door which shall be dust and waterproof.

- 4.4** A reliable pump shall be fitted to each covered well, trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5.0 ANTI MALARIAL PRECAUTIONS

The Contractor/ Service Provider shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer- In-Charge including the filling up of any borrows pits which may have been dug by him.

6.0 AMENDMENTS

CNCI may from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration

Detail BOQ for Renovation Work of Hospital 4th Floor Ward at Hospital Building, CNCI Hazra Campus.

Sl No	Description of Work	Unit	Qty
1	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. (Dismantling of Existing Tiles are also included)	cum	40.00
2	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete. Size of Tile 600x600 mm	sqm	360.00
3	Extra charges for usage of adhesive for fixing Vitrified tiles.	sqm	360.00

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

(on Company's Letter Head)

Confirm the enclosure of all the below listed mandatory documents without which tenderer may not be eligible to participate in the tender.

Sl No.	Item	Confirm (Strike off whichever not applicable)
1	Letter of Undertaking for acceptance of tender conditions	Yes/No
2	Original Demand Draft for Earnest Money	Yes/No
3	The self-attested copy of Notice Inviting Tender.	Yes/No
4	Banker's Certificate from a Scheduled Bank for Solvency. Solvency Certificate is to be submitted from a scheduled bank for an amount not less than Rs.1 crore. The Banker should be any of the scheduled Banks as per RBI Act.	Yes/No
5	EPF, ESIC Registration Certificate.	Yes/No
6	Bidder should not have been blacklisted by any Central/State/Govt. agency and submit an undertaking on an affidavit on a Non-judicial stamp paper of Rs.100/- in this respect.	Yes/No
7	Photocopy of Valid Trade License	Yes/No
8	Photocopy of GST Registration Certificate and latest return (GSTR 1)	Yes/No
9	Photocopy of Permanent Account Number	Yes/No
10	Photocopy of Income Tax Return (Acknowledgement) for last three assessment years.	Yes/No
11	Photocopy of Audited Balance sheet of the bidder as per ITCC or Profit & loss statement for last 3 year.	Yes/No
12	The self-attested copy of General Conditions Of Contract.	Yes/No
13	Order Copies with Completion certificate of Similar Nature Work's as per Tender clause.	Yes/No
14	Acceptance of Warranty/Defect Liability Period Clause as per GCC	Yes/No
15	The vendors should have support/service center in Kolkata with valid certificate from WB.	Yes/No

Date:

Place:

Signature of Authorized Person

Full name:

Company's seal:

**LETTER OF UNDERTAKING
(On Company letter head)**

To,

The Director
Chittaranjan National Cancer Institute,
37, S.P. Mukherjee Road, Kolkata- 700026

REF: e-Tender for

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work have been issued to me / us by Chittaranjan National Cancer Institute and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above
2. The contents of clauses of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening "Price Bid", I / We agree that my/our tender shall be summarily rejected and CNCI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.
3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,
(Signature of the Tenderer)

Seal of Tenderer

Dated:

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

To
The Director,
Chittaranjan National Cancer Institute,
37, S.P. Mukherjee Road, Kolkata- 700026

Reference: Tender Document No. _____ Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-
 - (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.
 - (b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).
 - (c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
 - (a) Receipt by us of your notification.
 - (b) Of cancellation of the entire tender process or rejection of all bids or
 - (c) Of the name of the successful bidder or
 - (d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

DATE:.....

Annexure I

Terms & Conditions:

1. **Deliver at :**Chittaranjan National Cancer Institute, 37, S.P. Mukherjee Road Kolkata-700026,West Bengal, India.
2. **Delivery terms:** project estimate time 60 days from the receipt the of Purchase Order. All costs are to be borne by the supplier.
3. **Price:** The above price is inclusive of all taxes, freight, and insurance charges on FOR destination basis.
4. **Payment Terms:** 100% within 45 days on receipt of materials in satisfactory condition, installation, and submission of Invoice.
5. **Bill to:** Director, Chittaranjan National Cancer Institute, 37, S.P. Mukherjee Road Kolkata-700026, West Bengal, India.
6. **Advance Payments:** No advance payment (s) will be made.
7. **Paying Authority:** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill.
 - (i) Ink-signed copy of Seller's bill.
 - (ii) Claim for statutory and other levies to be supported with requisite documents/proof payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
 - (iii) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name, and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Purchase Order).
 - (v) Any other document/certificate that may be provided in the Purchase Order
 - (vi) User Acceptance.
8. **Amendments.** No provision of the present Purchase Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Purchase Order and signed on behalf of both the parties and which expressly states to amend the present Purchase Order.
9. **Other Charges:** The Institute will not pay any other charges not mentioned in the Purchase Order.
10. **Repeat Order Clause.** CNCI can order up to 50% quantity of the items under the present Purchase Order within six months from the date of supply/successful completion of this Purchase Order, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CNCI to place the Repeat order or not. **Repeat Order Clause may be exercised more than once, provided these orders do not exceed 50% of the original order quantity.**
11. **Liquidated Damages.** In the event of the Vendor's failure to submit the Bonds, Guarantees, and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this Purchase Order, CNCI may, at its discretion, withhold any payment until the completion of the Purchase Order. CNCI may also deduct from the vendor as agreed liquidated damages to the sum of 0.5% of the Purchase Order price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores exceeding which the order may be terminated.
12. Force Majeure clause.
 - a. Neither party shall bear responsibility for the complete or partial non - performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Purchase Order.
 - b. In such circumstances the time stipulated for the performance of an obligation under the present Purchase Order is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c. The party for which it becomes impossible to meet obligations under this Purchase Order due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
 - d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Purchase Order totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. Termination of Purchase Order: Conditions that should lead termination of the Purchase Order: -

a. Sub-letting of the Purchase Order.

b. When the supplier fails to honor any part of the Purchase Order including failure to deliver the services in time.

c. When the supplier is found to have made any false or fraudulent declaration or statement to get the Purchase Order or he is found to be indulging in unethical or unfair trade practices.

d. When both parties mutually agree to terminate the Purchase Order.

e. When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the Purchase Ordered quality standards.

f. Any special circumstances, which must be recorded to justify the cancellation or termination of a Purchase Order.

g. The delivery of materials is delayed indefinitely due to causes not attributable to Force Majeure after scheduled date of delivery.

h. The Vendor is declared bankrupt or becomes insolvent.

i. The delivery of services is delayed due to causes of Force Majeure by more than six months. Provided Force Majeure clause is included in Purchase Order.

j. CNCI has noticed that the Vendor has utilized the services of any Indian/Foreign agent in getting this Purchase Order and paid any commission to such individual/ company etc.

k. As per decision of the Arbitration Tribunal.

14. Notices: Any notice required or permitted by the Purchase Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail/ courier addressed to the last known address of the party to whom it sent.

15. Transfer and Sub-letting: The Vendor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Purchase Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Purchase Order or any part thereof.

16. Patents and other Industrial Property Rights: The prices stated in the present Purchase Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other industrial property rights. The Vendor shall indemnify CNCI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Vendor shall be responsible for the completion of the supplies irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

17. Arbitration: All disputes or differences arising out of or in connection with the Purchase Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Purchase Order or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

18. All disputes will be subject to the jurisdiction of local court.

19. Guarantee / Warranty: As per company norms.

20. Order Acknowledgment: Please send an order acknowledge immediately by accepting this order.