



**REGIONAL CANCER CENTRE**  
POST BOX No.2417  
MEDICAL COLLEGE CAMPUS, THIRUVANANTHAPURAM  
PIN:695011

## **Notice inviting E-Tender**

**Tender No: ENG PROJ/21/RCC/2017/04**

**Date: 16.01.2018**

Director RCC, invites competitive offers from consultancy firms, having experience in similar works such as design in large hospitals, having all the service facilities such as Civil, electrical, AC, Acoustics, Building management, CCTV, MGPS, PAS, Lighting, Signage communication facilitation, Interior Road, STP, ETP etc. That is for the following works in two bid system.

**Name of work:** Consultancy service for remodelling of existing A,B,C Blocks of RCC ,prepare and submit design and estimate after detailed discussion with the client and fully understanding the requirement of client.

Client:	<b>REGIONAL CANCER CENTRE</b>
Estimate Cost:	Rs.10 Lakhs
Time of Completion:	75 days
Tender cost	Rs 2000/-
Earnest Money:	Rs.25,000/-
Date of Downloading of Tender Document:	16/01/'18, 6 pm
Last date for EMD Online Submission	29/01/'18, 4 pm
Last date for submission of Bid	29/01/'18, 5 pm
Technical Bid Opening date	03/02/'18, 3 pm

The tender documents containing the Notice inviting Tender, General Conditions of contract, and Special conditions of contract and Bill of quantities can be downloaded from Kerala e-tender portal <http://etender.kerala.gov.in>

The EMD of Rs. 25,000/- has to be submitted through online. The bidder can create response in e-tender portal for the bid only after submitting the EMD and tender cost.

The Bid will be opened at 3pm on **03/02/2018** through online bid opening process. All existing conditions related to tenders of RCC will be applicable to this tender also. The Tender Inviting authority reserves the right to modify/cancel any or all bids without assigning any reasons. RCC will not be responsible for any errors like missing of schedule data while downloading by the bidder/non receipt of document/delay if any, in submission of bids.

Every tender should be accompanied with a preliminary agreement in the format appended executed in Kerala Govt. stamp paper worth Rs.500/- and EMD of Rs. 25,000/-. Tenders without EMD preliminary agreement and other prescribed document will not be considered. Further details and clarifications if any can be had from the office of the Engineering Division, RCC during working hours.

Bids shall remain valid for the period of 90 days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

### **Communication Address**

Rajendran T

Project Engineer, RCC, Thiruvananthapuram

Phone No: 0471 2522545, 9400052058

Mail id: rajendrانت@rcctvm.gov.in

Giri Purushothaman HOD -9605050055

Asst Engineer-0471-2522544

### **ONLINE TENDER SYSTEM**

This tender is invited in two bid system. That is the tender documents contain two parts namely **Technical bid** and **Financial bid (BOQ)**.

The **technical bid** should contain - Bid Format-1

1. NIT document
2. Scope of work, General conditions and Special Conditions
3. BID forms and other forms
4. Schedule
5. Self-attested Copy of the bidders valid registration certificate

The Financial bid (BOQ) should contain - Bid Format-2

1. Cost of Consultancy fee in Rupees

The tender should be submitted only through online system. Any other type of tenders will not be accepted. The technical documents are to be submitted in .pdf and financial bid (BOQ) in .xls form. The technical bids will be opened online at 3 PM on **03/02/2018** and it will be evaluated by a Committee. The financial bids of the technically qualified firms will be opened at a later stage and the lowest price will be selected. Director ,Regional Cancer Centre, Trivandrum reserves the right to accept or reject all or any tender at his sole discretion without assigning any reason. For legal purposes, the cause of action will be deemed to have arisen in Trivandrum, Kerala State, India.

After the submission of bid online in the e-tenders portal, the hard copies of the following are to be submitted to The Tender Inviting Authority before the opening date.

**DIRECTOR**

## **SCOPE OF WORK**

The work essentially consists of the following.

1. Design and estimate preparation of remodelling works of civil, MEP, MGPS etc. in Block A,B & C blocks of RCC Trivandrum.

The work also includes additional restructuring work in existing services, which is given below

### **(i) Civil Works**

- a) Drainage system design
- b) Terrace- water proofing and plumbing works- block A ,B & C, connection passage area, substation & Car parking area.
- c) Roofing in incinerator area, pharmacy store near payward and in front of medical gas, A/C outdoor unit in the courtyard.
- d) Renovation of Payward in block C, AC plant, Microbiology division etc.
- e) Roofing the extended terrace area of Surgical Oncology Division.
- f) Replacement of damaged Aluminium doors, Floor springs and door closers in all blocks.
- g) Vinyl flooring in the Research Division and Brachytherapy area.
- h) Grid ceiling in Brachytherapy area.
- i) MS grill works in all plumbing ducts with duct door.

### **(ii) Mechanical Works**

- a) Replacement of old AHUs,Lifts.
- b) Provision of ventilation for Substation, providing proper insulation for AC ducts in extended area of Surgical Oncology Division.

2. The scope of work further includes discussion, getting requirements from corresponding divisions & presentation of design. Finalizing authority will be the Director, RCC Trivandrum.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **a) Definitions**

- a. "The Consultants" means Company or Joint Venture of Companies with whom this Contract is placed.
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) are attached.
- c. "Party" means the Client of the Consultants, as the case may be, and "Parties" means both of them.
- d. "Nominee of the Employer" means the person (Engineer In-charge) authorized by the Client to fulfil the Client's obligations in respect of the work and will deal with the Consultants.
- e. "GCC" means General Conditions of the Contract.
- f. "SCC" means the Special Conditions of Contract.
- g. "Services" means the work to be performed by the Consultant pursuant to this Contract.
- h. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- i. "Contract Price" means the price payable to the Consultant as specified in the Contract Agreement.
- j. "Applicable Law" means the laws and any other instruments having force of the law in the Client's country, as they may be issued and in force from time to time;
- k. "Third party" means any person or entity other than the Client and the Consultants or any Member of the Joint Venture.

## **2. Obligations**

### **2.1. Obligations of the Consultants**

- a) The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- b) The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

### **2.2. Obligations of the Client**

a) In order to enable the Consultant to carry out his functions, the Client shall authorize him in writing such powers of the Client as deemed necessary from time to time and afford him such facilities for discharge of duties. Necessary letters of authority, notice to other concerned parties etc., shall be issued by the RCC wherever necessary under advice from the Consultant.

b) The Client will authorize an Engineer In-charge to fulfil the Client's obligations in respect of the work and will deal with the Consultants. The Consultants shall be addressing this officer for all matters dealing with the work. Any decision or opinion expressed by such officer shall be deemed to be the opinion of the Client. Here HOD of Engineering Division will be the 'Engineer in Charge'.

### **3. Commencement, Completion, Modification and Termination of the Contract**

#### **3.1. Effectiveness of the Contract**

a) This Contract shall come into effect on the date of the Contract is signed between the party and Client.

#### **3.2. Commencement of the Services**

a) The Consultants shall begin carrying out the Services after receiving the instruction from the client or receiving all necessary data and information from the client.

#### **3.3. Expiration of the Contract**

a) Unless terminated, this Contract shall terminate at the end of such time period after the effective date mentioned in the agreement.

#### **3.4. Modification**

a) Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services, may only be made by written agreement between the Party and shall not be effective until the consent of the Association, as the case may be, has been obtained.

### **4. Force Majeure**

#### **4.1. Definition**

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of

its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 4.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that Party affected by such event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 4.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **5. Disclosure of Information**

The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

### **6. Intellectual Property Rights**

All intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the property of the Client and are hereby assigned by the Consultants to the Client.

### **7. Confidentiality**

Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations,

contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a. Information that is already known to third parties without breach of this Contract; and
- b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

## **8. Corruption, Commission and Discounts**

8.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- a) has given, offered or agreed to give or accepted, 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 any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

8.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

## **9. Conflict of Interest**

9.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

9.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.



## **10. Amicable Settlement**

10.1. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Courts having jurisdiction over Thiruvananthapuram.

10.2. The decision of the arbitrator shall be final and binding on both Parties.

### **SPECIAL CONTRACT CONDITIONS (SCC)**

1. Design shall be finalised after getting concurrence from HOD of each departments directed by Engineering in Charge.
2. Most appropriate building materials should be suggested for estimation purpose.
3. 3 sets hard copy of finalised drawings (size: A2) shall be submitted in the Engineering Division. The soft copies of all Auto cad drawings and excel sheet of estimate shall be also submitted.
4. The time specified for the completion of whole work is **75 days from the date of work order. Penalty at the rate of 1.5%** of contract amount per month shall be levied if the work is not completed within 75 days.
5. 40% of the payment shall be released after submission of drawings of all proposed works, presenting the proposals before HOD's and revising the drawings if required and resubmitting for final approval.
6. The rate quoted shall include all taxes, duties or any other statutory charges levied by the State Government or its authorized agencies, all contingent expenditure, insurance carried by contractor for his workers, third party liability, and other facilities required for execution of the work.

**After awarding the contract, the bidder shall execute an agreement with RCC having the following documents.**

1. Original Tender, Plan and all accompaniments there of
2. Acceptance letter from the authority awarding the contract together with copies of correspondence, if any referred therein.
3. Accepted schedule with conditions of contract
4. Agreement in stamp paper to the prescribed value

## **BID FORMS AND OTHER FORMS**

### **I N D E X**

1. Time Schedule
2. Form of Bid
3. Letter of Application
4. Declaration form
5. Preliminary Agreement

**FORM 1**

**TIME SCHEDULE**

**NAME OF BIDDER:**

Bidders shall submit in the proposal, as per this form, a project schedule covering all activities detailed **scope of work**. The Bidder shall include in the proposal the techniques to be used to control the work schedule, measure and report progress to assure meeting the project schedule.

ACTIVITY DESCRIPTION	DURATION	STARTING DATE	FINISHING DATE

Note:

Bidder to furnish the schedule detailing linkages and time required for completion of all activities given in the **scope of work**.

**Signature :**

**Date :**

**Seal :**

## FORM 2

### FORM OF BID

Note: Bidders are required to furnish this form in the letter head filling all the blank spaces.

To

The Director,  
RCC, Medical College Campus,  
Thiruvananthapuram,  
Kerala.

Date:

Dear Sir,

Sub: Name of work.....

Ref: Tender No. ....

Having examined the Terms and Conditions included in or referred to in the Tender Documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to **Consultancy service for remodelling of existing A,B,C Blocks of RCC** as detailed in the work schedule, the terms and conditions as mentioned in or referred to in the said tender documents for the sum as quoted in the Priced part or such other sums as may be ascertained in accordance with the work schedule attached herewith and made part of this bid and the said conditions.

My/Our acceptance to all the conditions of the tender document in this bid form shall persist over any other terms and conditions, deviations, if any, given in my/our bid. I/We undertake, if my/our bid is accepted, to commence and complete delivery of all the goods and services including supply and installations and commissioning as specified in the tender document, from the date of receipt of your Work Order/Letter of Intent.

If my/our bid is accepted, I/We will obtain the bank guarantees as per the terms and conditions for the due performance of the contract.

I/We agree to abide by this bid for the period of 90 days from the date fixed for bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Letter of Intent shall constitute a binding contract between me/us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of .....20..

(Signature)

For and on behalf of.....

**FORM -3**

**Letter of Application**

Place:

Date:

To

The Director  
Regional Cancer Centre  
Thiruvananthapuram

Sir,

Having examined specifications, schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender.

I/We

.....  
hereby offer to execute the works specified in the said memorandum within the time specified at the rate mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, Articles of agreement, schedule of quantities ,General Instructions to tenderers, Special Conditions of Contract, and with such other materials and conditions as may be prescribed from time to time.

**MEMORANDUM**

a. Description of works : Consultancy service for remodelling of existing A,B,C Blocks of Regional Cancer Centre, Medical College Campus, Thiruvananthapuram.

b. Earnest Money Deposit : Rs.25,000/-

c. Security deposit : 10% of the contract value

d. Time allowed for completion : 75days  
of works

Should this tender be accepted, I/We .....

.....  
hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

Should I/We fail to execute the agreement when called upon to do so, I/We do hereby agree that EMD shall be forfeited by me/us to the Employer in addition to other liabilities prescribed by virtue of other terms of contract and under law.

The list showing the particulars of large works carried out and the names of manufacturers of specialised items as required are enclosed.

Our Bankers are:

i

ii

The names of partners of our firm are

(i)

(ii)

(iii)

Name of the partner of the firm authorised to sign

OR

Name of person having power of attorney to sign the contract (certified true copy of the Power of Attorney should also be attached)

Yours faithfully,

**(CONTRACTOR)**

Signature and addresses of Witnesses:

**FORM 4**

**DECLARATION FORM**

**Note:** Bidders are required to furnish this form in the letter head filling all the blank spaces.

To

The Director,  
Regional Cancer Centre,  
Medical College Campus,  
Thiruvananthapuram, Kerala.

**DECLARATION**

I/We.....  
hereby declare that I/We read and understood that Terms & Conditions of contract, Specifications, Drawings, Schedule of Requirements, etc,. and hereby agree to abide by them. In token of I/We also understand that otherwise this tender is liable to be rejected.

I/We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I/We also confirm that in the event of any entry in this tender document, other than the relevant entry, shall make this tender invalid.

I/We hereby confirm that I/We am/are authorized to sign on behalf of the bidder.

Date:

**SEAL & SIGNATURE OF THE BIDDER**



**FORM 5**

**PRELIMINARY AGREEMENT**

Articles of agreement executed on this .....the ..... day of ..... two thousand and .....between the Regional Cancer Centre, Thiruvananthapuram (hereinafter referred to as "RCC") acting through (here enter the designation of the officer who have invited this tender) .....(on the one part and Sri.....(here enter name and address of the tenderer hereinafter referred to as "The bounden" on the other part).

WHEREAS in response to the invitation for tenders contained in Notification No..... date.....inviting tenders the bounden has submitted to RCC a tender for the..... specified therein subject to the terms and conditions contained in the said tenders:

WHEREAS the bounden has also deposited with RCC a sum of Rs.....as earnest money of execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by RCC.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by RCC and the contract for .....is awarded to the bounden, the bounden shall within 14 days of acceptance of this tender execute an agreement with RCC incorporating all the terms and conditions under which RCC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, RCC shall have power and authority to recover from the bounden any loss or damages caused to RCC by such breach as may be determined by RCC, appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties, movable and immovable, also in the manner hereinafter contained.
3. All sums found due to RCC under by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are areas of land revenue and also in such other manner as RCC may deem fit. In witness where of Sri.....(here enter name and designation) for and on behalf of RCC and Sri.....the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri.....(date)

In the presence of witness.

1.

2.

Signed by

**REGIONAL CANCER CENTRE**  
**POST BOX NO.2417**  
**MEDICAL COLLEGE CAMPUS,THIRUVANANTHAPURAM**  
**PIN: 695 011.**

**SCHEDULE**

**Name of Work:** Consultancy service for remodelling of existing A,B,C Blocks of RCC ,prepare and submit design and estimate after detailed discussion with the client and fully understanding the requirement of client.

SL NO	DESCRIPTION	Compliance (Yes/No)
1	Survey of existing facilities, preparation of as built drawings, taking inputs from HODs / authorized persons of RCC preparing the concept drawing for re-modelling works in blocks A,B & C, presenting the concept design before the HODs and finalizing layouts, undertaking the design of services, estimating the works and submitting together with all necessary drawings complete. Also includes the additional works like Drainage system design, terrace water proofing in A,B & C blocks, roofing works., Vinyl Flooring work in Research Division and Brachy therapy area, Grid Ceiling in Brachytherapy area, MS grill works etc.	

**Declaration**

I ..... here by agree to undertake the above work as per specification and as per instruction of the engineer- in -charge for an amount of Rs..... (in figures) ..... (in words).

**Note:** The rate may be quoted in Rupees and note as a percentage of the estimated cost

Place:

Signature:

Date:

Name: