



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

PHONE : 2442541(PABX)
GRAMS : 2522220/2522221(ENGG)

Notice inviting E-Tender

Tender No: ENG PROJ/21/RCC/2017/03

Date:18.12.2017

Director RCC, invites competitive offers from reputed consultancy firms, having experience in similar works as that is for the following works.

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:	DIRECTOR , REGIONAL CANCER CENTRE
Estimate Cost:	Rs.10 Lakhs
Time of Completion:	75 days
Tender cost	Rs 2100/-
Earnest Money:	Rs.25,000/-
Date of Downloading of Tender Document:	18/12/'17
Date of Opening of Technical Bid:	04/01/'18

The tender documents containing the Technical Bid, Notice inviting Tender, General Conditions of contract, Special conditions of contract, Bill of quantities& drawings 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 on or before 04/01/2018 at 3.00 pm .The bidder can create response in e-tender portal for the bid only after submitting the EMD and tender cost.

The financial Bid will be opened at 4pm on 08/01/2018 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 prescribe 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.

The agreement shall include:

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
5. Phased program chart

DIRECTOR

SCOPE OF WORK

The work essentially consists of the following.

1. Design and estimate preparation of remodelling works 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.

c) If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

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.

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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 all the 3 old 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 all A,B & C blocks, roofing works, Renovation works in AC plant, Microbiology Division, Pay wards in Block C etc., 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: