

## **TERMS AND CONDITIONS/INSTRUCTIONS TO THE CONTRACTOR**

1. **Tenderers are expected to visit the site before quoting the rates** and should satisfy themselves as to the nature and condition of the work and facilities available.
2. Tenderers are required to study the tender document and understand the conditions, drawings, specifications, etc. Doubts, if any, should be got clarified.
3. The tenderer should quote for all items in the tender schedule in figures. If there is any discrepancy between the unit rate and amount, the unit rate will prevail.
4. No additional clauses, alterations in specifications by the tenderer will be accepted. If done, the tenderer will be disqualified. The tenderer shall on submission of this tender be deemed to have accepted the terms and conditions contained in the tender documents.
5. The successful tenderer shall be required to execute an agreement within **7 days** from the date of receipt of the notice of acceptance of tender along with 3% of the contract value as Demand Draft from any scheduled bank in the name of The Secretary MPEDA, payable at Ernakulam.
6. The rates quoted in the tender shall be measured as per finished work and shall include cost of materials, transportation, freight charges, GST , etc. complete.
7. **Time is the essence of the work. Only those who can maintain progress of work as per schedule and offer best quality material and workmanship should tender for this job.**
8. The work is to be completed within **30 days** from signing the agreement / possession of site whichever is earlier.
9. MPEDA has the right to reject any or all tenders without assigning any reason. MPEDA reserves the right to delete or alter any item(s) from the tender schedule without assigning any reason .Claims by the contractor for compensation or damages on account of these shall not be entertained.
10. The contractor must co-operate with other agencies appointed by the Employer/ Architect so that the work shall proceed smoothly.
11. Quantities shown in the tender are approximate and payment shall be made as per actual measurements. In the course of execution of it become necessary to do any additional /excess work, prior consent of

MPEDA shall be taken. The successful tenderer is not entitled to any sort of compensations with regard to variations, if any, between the actual quantities and tender quantities, if prior permission for which is not obtained.

12. Measurements of work carried out shall jointly be taken by the Contractor and representative of MPEDA and payments shall be as per the recommendations.
13. The material specified has to be strictly adhered to and the workmanship should be of superior quality. All other materials not specified shall get prior approval from MPEDA before purchase/installation. Commencement of work without approval of the material shall be entirely at the risk and cost of the contractor.
14. The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful tenderer for completion of the work will remain with the contractor till the completed work is handed over to MPEDA.
15. MPEDA reserves the right to reject any portion of work or materials, which is found unsatisfactory or not up to the standard. If the performance of the successful tenderer is found to be unsatisfactory, MPEDA reserves the right to cancel in part or whole of the contract and get the work executed through alternative means at the entire risk and cost of the successful tenderer.
16. The contractor will be responsible to provide all statutory benefits to the employees / labourers engaged by him and in case MPEDA becomes liable to make payment of any such statutory benefits to the employees/ labourers of the contractor, the contractor will be liable to indemnify the damage and the loss suffered by MPEDA. MPEDA shall have liberty, without referring to the contractor, to deduct, such sum as may be suffered as loss or damage due to the aforesaid reason from pending bill of the contractor.
17. The successful tenderer shall give all necessary personal attention to the work during the progress of work and also until the expiry of **Defects Liability Period', which is one year from the date of issue of completion certificate.**
18. Necessary lighting arrangements/cleaning and removal waste, derbies etc. /covering the area allotted for work shall be made by the contractor at no extra cost for the work.
19. The contractor shall on request dismiss immediately from the work any person(s) employed there on who may be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of MPEDA.

20. Income tax and GST at prevailing rates will be deducted from the final bill and certificate will be issued to the contractor.
21. 3 percentage of the contract value after adjusting the Performance Guarantee, as the case may be, shall be retained from the contractor and shall be released on completion of the defects liability period subject to clause 18.
22. Any defect, shrinkage, settlement, unsound construction or other faults in materials, workmanship and / or equipment's supplied and installed which may appear within the defects liability period stated in clause 18, shall upon the direction of the Architects / MPEDA be attended and made good by the contractor at his own cost. In the event of failure of the contractor to amend the faults within a reasonable time, MPEDA may rectify the damages / faults by employing other persons, and all loss and expenses consequent there on or incidental there to shall be borne by the contractor. The retention money at the end of defects liability period will be released only after deducting the expenses or loss incurred by MPEDA during the defects liability period.
23. If the successful tenderer does not complete the work within the stipulated time, MPEDA reserves the right to recover the liquidated damages of Rs.1000/- for every additional day or part thereof until the work is satisfactorily completed and handed over. Such damages will be deducted from any money due to the tenderer.
24. The Contractor shall not use the site for any purpose other than carrying out the work as defined in the Contract.
25. The Contractor is responsible for clearing the site of the debris, rubbish and the leftover materials as and when accumulated once in every day so that the site is kept clean and orderly. No additional payments will be made for this.
26. The Contractor may use the electricity and water connections of the premises for carrying out the work but will have to pay a nominal amount which is mutually agreed up on between the contractor and MPEDA.
27. The Contractor shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the Govt. HSS building & premises. Damages / loss caused shall be compensated by the Contractor failing which the cost shall be recovered from the Contractor's Bill.
28. MPEDA has the right to introduce new items, not included in the Tender schedule for which the rates shall be fixed by MPEDA as per the prevailing market rates. The contractor can give a cost analysis if

asked to justify his rates which may be acceptable to MPEDA if the rates are justifiable.

29. The Contractor / his representative shall respect and obey the rules and procedures followed with regard to security and cooperate for the smooth functioning of MPEDA.
30. Tenderer shall submit the declaration form **ANNEX I** and **ANNEX-II** along with the bid.

**The Bidders will be given an opportunity to visit the site and analyze the quantum and type of work during office hours of the school.**

**Payment terms:**

The payment shall be made on joint measurement taken with MPEDA Officials /certification of bill prepared by the contractor Up on Satisfactory completion. (On submission of the final Invoice with Detailed abstract, joint measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA). 3% percentage of the final bill amount shall be retained from the contractor as security deposit and shall be released on completion of the defects liability period which is fixed as one year from the date of issue of completion certificate without interest. The contractor shall submit the final bill within seven days of virtual completion of work.

## **SCHEDULE-1**

### **Work Order format**

File No:

Date:

To,  
M/s .....

Sirs,

**Sub: Construction of Toilet block at Govt. HSS Vettilapara, Chalakudy.**

Please refer your quotation dated **XX XX 2021** for the Construction of Toilet block at Govt. HSS Vettilapara, Chalakudy. We are pleased to award the work to you for an amount of **Rs. XX (Rupees XXX)**. You are directed to execute an agreement with us within Seven days on receipt of this letter. Tender documents and drawings shall form part of the agreement. The work is to be undertaken immediately at the site under the strict supervision of MPEDA and completed within 30 days.

The material used shall be certified and approved by MPEDA and shall be strictly as per specification given. You shall appoint a full time qualified and experienced supervisor authorized by you at site.

The contractor must co-ordinate with any other agencies appointed by the MPEDA so that the work shall be completed within the specified time. It should be ensured by the Contractor that entire work is completed within 7 days from **XX.XX.2021**.

You shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the Govt. HSS Vettilapara & premises. The damages for the delayed completion of work as specified in tender conditions /agreement shall be strictly enforced. Damages caused shall be compensated; failing which the cost shall be recovered from your final bill. You are also directed to ensure that minimum disturbance is caused to the smooth functioning of the said School. You may use the electricity and water connections of the premises for carrying out the work but will have to pay a nominal amount which is mutually agreed up on between you and MPEDA.

The payment shall be made on joint measurement taken with MPEDA Officials /certification of bill prepared by the contractor Up on Satisfactory completion. (On submission of the final Invoice with Detailed abstract, joint

measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA). 3% percentage of the final bill amount shall be retained from the contractor as security deposit and shall be released on completion of the defects liability period which is fixed as one year from the date of issue of completion certificate without interest.

The contractor shall submit the final bill within seven days of virtual completion of work. The contractor shall make no further claim after submission of the final bill. Statutory recoveries shall be made from the bill. Necessary Scaffoldings, ladders/cleaning and removal waste, derbies etc. /covering the area allotted for work shall be made by the contractor at no extra cost for the work.

You may sign a copy of the work order and return to the undersigned as the token of your acceptance of the terms and conditions of this work order.

Yours faithfully,

(xxxxxxxxxxxxxxxxxxxxxxxxxxxx)

**Draft of the Agreement**

ARTICLES OF AGREEMENT

This agreement is made ..... day of ..... 2021 between The Marine Products Export Development Authority, an autonomous body under the Ministry of Commerce, Government of India, having its Head Office at MPEDA House, Panampilly Avenue, Kochi-682 036, acting through The Secretary MPEDA, hereinafter called “MPEDA” which term shall, unless repugnant to the context, include its legal representatives, of the one part.

AND

M/s, 1-----  
----- represented by  
Shri....., having it's Registered Office at  
.....(hereafter called “THE CONTRACTOR”  
which term shall, unless the context otherwise admits, include his heirs,  
executors, administrators, legal representatives, nominees and assigns, of  
the other part.

WHEREAS

IN WITNESS WHEREOF, the parties afore-mentioned have signed this deed on the day and year first in above written, in token of acceptance of the terms thereof.

1. The EMPLOYER (MPEDA) is desirous of Construction of Toilet Block at Govt. HSS VettilaPara, Chalakudy, Thrissure, Kerala (hereinafter referred to as the SITE).

2. The CONTRACTOR shall carry out the work, more particularly described in the schedule herein after contained at the site plan given below, on the item rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the schedule of quantities.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

1. The terms and Conditions/Drawings for the said contract having been stipulated in the said tender document which the contractor has agreed, shall be read and construed as forming part of this agreement and the parties hereto shall respectfully abide by, submit themselves to the said

conditions and perform the agreements on their part respectively contained in the said conditions.

2. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work on item-rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the BOQ.

3. The Contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the Employer, even if such work may not be shown on the said drawings or described in the said Schedule of quantities and Specifications. The rates for such extra works shall be determined on the basis of prevailing rates by employer.

4. The approved/to be approved drawings mentioned herein shall form the basis of this contract.

5. The Employer reserves to itself the right of altering the drawings and the nature of the work through the Consultant by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work immediately preferably within 7 working days from the date of receipt of this order and shall complete the entire work within (30) Thirty days from commencement date. All payments by the Employer under this contract will be made at Kochi by NEFT/RTGS only.

7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kochi and only Courts in Kochi shall have jurisdiction to determine the same.

8. This agreement shall be signed in triplicate, the original where of shall be kept in the custody of the Employer and the duplicate with the Contractor, triplicate with the Accounts Section. Stamp duty, if any, shall be borne and paid by contractor.

9. In the event of breach of Contract of any of the said conditions by the Contractor, the Employer reserves the right to terminate this Contract, whereby the Contractor shall not be eligible for any compensation or damages whatsoever. The Contractor shall not be eligible for any compensation for the completed work, which shall be the property of the Employer. The Employer at the cost of the Contractor shall undertake any pending work due to the cancellation of this contract and he shall be liable for such damages experienced by the Employer.

10. The Contractor is responsible for clearing the site of the debris, rubbish and the leftover materials as and when accumulated once in every day so that the site is kept clean and orderly. No additional payments will be made for this.

11. The schedule of work (item wise) and site plan/ Drawings may also be signed by the contractor.

IN WITNESS WHEREOF the employer has set its hands hereunto and two duplicates here of through its duly authorized official and the Contractor has caused these presents and two duplicates hereof under its



common seal by its duly authorized representative at the place and on the date and year first herein above written.

SIGNATURE CLAUSE

SIGNED SEALED AND DELIVERED by The Marine Products Export Development Authority by the hand of The Secretary MPEDA.

In the presence of

1. ....  
Address .....  
.....  
.....

2. ....  
Address .....  
.....  
.....

SIGNED SEALED AND DELIVERED by the Contractor by the hands --  
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In the presence of

1. ....  
Address .....  
.....  
.....

2. ....  
Address .....  
.....  
.....

**ANNEX I**

**DECLARATION FORM**

(To be given on Company Letter Head)

Date:

To,

Secretary  
MPEDA  
MPEDA House, PB No:4272, Panampilly Avenue,  
Panampilly Nagar PO, KOCHI-682 036, KERALA

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No .....

Name of Work:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:.....  
.....  
.....

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to \_\_\_\_\_ (including all documents like Annex(s), table(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without

prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**The Marine Products Export Development Authority  
(Ministry of Commerce & Industry, Govt. of India)**

Head Office, MPEDA House,  
Building No: 27/1162, PB No:4272,  
Panampilly Avenue, Panampilly Nagar PO,  
KOCHI-682 036, KERALA

**BOQ for the Construction of Toilet Block at Govt. HSS Vettilapara,  
Chalaky.**

Sl.No.	Description	Quantity	Unit	Rate	Amount
<b>1</b>	<b>Raft Beam foundation</b>				
	Providing and casting of raft foundation with concealed beam using 12mm steel bar reinforcement and M20 grade cement concrete over 100mm thick PCC Bed. Rate should be inclusive of necessary Land preparation, scaffolding work, raking out joints, watering, cleaning, curing etc. all complete at all heights / depth, curing etc. complete as per detail drawing, as specified and as directed by Site in charge.	15.75	m <sup>2</sup>		
<b>2</b>	<b>Brick Foundation</b>				
	Supplying and constructing Solid cement brick (30x20x15 cm) foundation wall using cement mortar over raft beam, including necessary pre-cast lintel for door opening, scaffolding work, raking out joints, watering, cleaning, curing etc. all complete at all heights / depth, curing etc. complete as per detail drawing, as specified and as directed by Site in charge.	10	m <sup>2</sup>		
<b>3</b>	<b>Brick Wall</b>				
	Providing and constructing 215mm thick Brick Masonry in approved Solid cement brick (30x20x15 cm), one cement mortar, including both sides plastering using cement mortar, necessary pre-cast lintel for door opening, scaffolding work, raking out joints, watering, cleaning, curing etc. all complete at all heights / depth, curing etc. complete as per detail drawing, as specified and as directed by Site in charge.	54	m <sup>2</sup>		
<b>4</b>	<b>Demolishing</b>				
	Demolishing existing wall for making door opening including necessary scaffolding work, raking out joints, watering, cleaning, curing etc. all complete at all heights / depth, curing etc. complete as per detail drawing, as specified and as directed by Site in charge.	2	nos		
<b>5</b>	<b>Roof Slab</b>				

	Supplying and casting of roof slab with 10mm steel bar reinforcement and M15 grade cement concrete. Rate should be inclusive of necessary Shuttering, scaffolding work, raking out joints, watering, cleaning, curing etc. all complete at all heights / depth, curing etc. complete as per detail drawing, as specified and as directed by Site in charge.	15.75	m <sup>2</sup>		
<b>6</b>	<b>Doors (800mm x 2100mm)</b>				
	Supplying and fixing of molded PVC Bathroom doors with all necessary hardware and accessories like hinges, tower bolts etc. as directed by site in charge.	4	nos		
<b>7</b>	<b>uPVC Ventilators (1200mm x 600mm)</b>				
	Providing and fixing of UN-plasticized PVC (Polyvinyl Chloride) (60mm x 60mm size frame) ventilators with sun-control filmed 6mm clear glass. All glazing shall be internally beaded. The windows shall be constructed in such manner that the glazing or de glazing can take place without the removal of the sash or frame. All corner joints shall be homogeneously fusion heat welded in accordance with the instructions of the profile Systems supplier. The resulting joints shall be finished by the grooving/knifing method. Solvent welded joints shall not be allowed.	2	nos		
<b>8</b>	<b>Tiling Work</b>				
8.1	Providing and laying in position 600mm X 600mm <b>floor Tile</b> of approved make, color and shade for Flooring in approved pattern, size & shape to true line and level on average 40 mm thick bedding of 1:4 mix cement sand mortar floated with neat cement, filling the joint with grouting of matching color including cleaning, watering, curing, filling, etc. complete as per detail drawing, as specified and as directed by Designer.	17	m <sup>2</sup>		
8.2	Providing and Fixing in position 600mm X 300mm Ceramic <b>wall Tiles</b> of approved make, color and shade for Flooring in approved pattern, size & shape to true line and level on average 20 mm thick cement mortar floated with neat cement, filling the joint with white / color cement including cleaning, watering, curing, filling, etc. complete as per detail drawing, as specified and as directed by Designer. Cost to include grouting of matching color.	55	m <sup>2</sup>		
9	Providing and fixing GI square Tube parapet Using 2"x4" top frame (one line) and Bottom two lines of 1" x2" GI Square tube with two coat primer and approved color enamel paint as per the detailed drawing and specifications .	30	Mtr		

10	Surface finishing for new Internal Walls/external walls and ceiling with 2 coat cement based primer of approved quality as specified (ISI marked) including brushing the surface clean of all dirt, dust and sand papered smooth wherever required and finished with exterior grade plastic emulsion paint. The rate includes the cost of all materials, labour charges , cleaning etc., complete.	625	sft		
	Sub total				
	GST 18%				
	Total				

**Name And Address of the Contractor:**

**Signature with Seal:**

**Date:**

**Place:**