

**15 -ാം കേരള നിയമസഭ**

**10 -ാം സമ്മേളനം**

**നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2267**

**12-02-2024 - ൽ മറുപടിയ്ക്ക്**

**ഐസോലേഷൻ വാർഡ് നിർമ്മിക്കുന്നതിനുള്ള നടപടി**

ചോദ്യം		ഉത്തരം	
<b>ശ്രീ പി. അബൂൽ ഹമീദ്</b>		<b>ശ്രീമതി വീണാ ജോർജ്ജ്</b> <b>(ആരോഗ്യ- വനിത-ശിശുവികസന വകുപ്പ് മന്ത്രി)</b>	
(എ)	വള്ളിക്കുന്ന് മണ്ഡലത്തിലെ പെരുവള്ളൂർ പി.എച്ച്.സി. യിലെ ഐസോലേഷൻ വാർഡ് നിർമ്മാണത്തിന്റെ ഭാഗമായി കരാറുകാരമായി ഉണ്ടാക്കിയ ധാരണാ പത്രത്തിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(എ)	അനുബന്ധമായി ചേർക്കുന്നു.
(ബി)	പ്രസ്തുത പ്രവൃത്തി ആരംഭിച്ച തീയതി എന്നാണ്; ഭാഗികമായി തടസ്സപ്പെട്ടിരിക്കുന്ന പ്രവൃത്തി പുനരാരംഭിക്കുവാൻ ആവശ്യമായ നടപടികൾ സ്വീകരിക്കുമോ; വ്യക്തമാക്കാമോ;	(ബി)	ഐസോലേഷൻ വാർഡ് നിർമ്മാണത്തിനായി തടസ്സരഹിതഭൂമി 28.04.2022 ന് നിർമ്മാണ ഏജൻസിക്ക് കൈമാറിയിട്ടുണ്ട്. നിർമ്മാണ കാലയളവിൽ നേരിടേണ്ടിവന്ന തടസ്സങ്ങൾ കാരണം കരാർ കാലാവധി 7.11.2023 വരെ ദീർഘിപ്പിച്ചു നൽകിയിരുന്നു. പ്രസ്തുത കാലയളവിനുള്ളിലും നിർമ്മാണ പ്രവർത്തനങ്ങൾ പൂർത്തിയാകാത്തതിനെ തുടർന്ന് കരാർ കാലാവധി വീണ്ടും ദീർഘിപ്പിക്കുന്നത് സംബന്ധിച്ച വിഷയം പരിശോധിച്ചുവരുന്നു.
(സി)	മലപ്പുറം ജില്ലയിൽ എത്ര ആരോഗ്യ സ്ഥാപനങ്ങളിലാണ് ഐസോലേഷൻ വാർഡ് നിർമ്മിക്കുവാൻ തീരുമാനം എടുത്തിട്ടുള്ളത്; അവയുടെ വിശദാംശങ്ങൾ ലഭ്യമാക്കാമോ; നിലവിൽ അവയുടെ പുരോഗതി വ്യക്തമാക്കാമോ;	(സി)	1) തിരൂർ നിയോജക മണ്ഡലത്തിൽ സി.എച്ച്.സി വളവന്തൂർ-ൽ നിർമ്മാണം പൂർത്തിയാക്കി 17-12-2022 ന് ഉദ്ഘാടനം നടത്തിയിട്ടുണ്ട്.  2) താന്തൂർ മണ്ഡലത്തിലെ സി.എച്ച്.സി താന്തൂർ തവന്തൂർ മണ്ഡലത്തിലെ സി.എച്ച്.സി തവന്തൂർ കൊണ്ടോട്ടി മണ്ഡലത്തിലെ സി.എച്ച്.സി ഒമാന്തൂർ മലപ്പുറം മണ്ഡലത്തിലെ സി.എച്ച്.സി കരുവാരക്കുണ്ട്. പൊന്നാനി മണ്ഡലത്തിലെ W&C പൊന്നാനി തിരൂരങ്ങാടി മണ്ഡലത്തിലെ സി.എച്ച്.സി നെടുവ എന്നീ സ്ഥാപനങ്ങളിൽ നിർമ്മാണം പൂർത്തിയായി രണ്ടാം ഘട്ട ഉദ്ഘാടനത്തിന് സജ്ജമാണ്.  3) നിലമ്പൂർ മണ്ഡലത്തിലെ സി.എച്ച്.സി ചുങ്കത്തറ-നിലവിൽ 51% തോളും നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building

		<p>Material erection- ന്റെ നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.</p> <p>4) ഏറനാട് മണ്ഡലത്തിലെ സി.എച്ച്. സി. എടവണ്ണ നിലവിൽ 49% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- ന്റെ നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.</p> <p>5) മക്കട മണ്ഡലത്തിലെ സി.എച്ച്.സി മക്കട നിലവിൽ 55% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.</p> <p>6) വള്ളിക്കുന്ന് മണ്ഡലത്തിലെ സി.എച്ച്.സി പെരുവള്ളൂർ നിലവിൽ 51% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.</p>
(ഡി)	<p>സി. എച്ച്. സി. യിലോ ബ്ലോക്ക് തല എഫ്. എച്ച്. സി. യിലോ മൾട്ടിപർപ്പസ് കോൺക്രീറ്റ് കെട്ടിടത്തോടുകൂടിയുള്ള ഒരു ഐസൊലേഷൻ വാർഡ് നിർമ്മിച്ച് ഫണ്ട് ഫലപ്രദമായി ഉപയോഗിക്കുന്നതുമായി ബന്ധപ്പെട്ട് നിവേദനങ്ങൾ ലഭിച്ചിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ പ്രസ്തുത നിവേദനങ്ങളിന്മേൽ സ്വീകരിച്ച നടപടികൾ എന്തെല്ലാമാണ് എന്ന് വ്യക്തമാക്കാമോ?</p>	(ഡി) <p>മൾട്ടിപർപ്പസ് ഐസൊലേഷൻ വാർഡ് നിർമ്മിക്കുന്നത് സംബന്ധിച്ച വിഷയം പരിശോധനയിൽ ആണ്.</p>

സെക്ഷൻ ഓഫീസർ

**പതിനഞ്ചാം കേരള നിയമസഭ**

**പത്താം സമ്മേളനം**

**നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ 2267**

**12.02.2024 -ൽ മറുപടിക്ക്**

**ഐസോലേഷൻ വാർഡ് നിർമ്മിക്കുന്നതിനുള്ള നടപടി**

**ചോദ്യം**

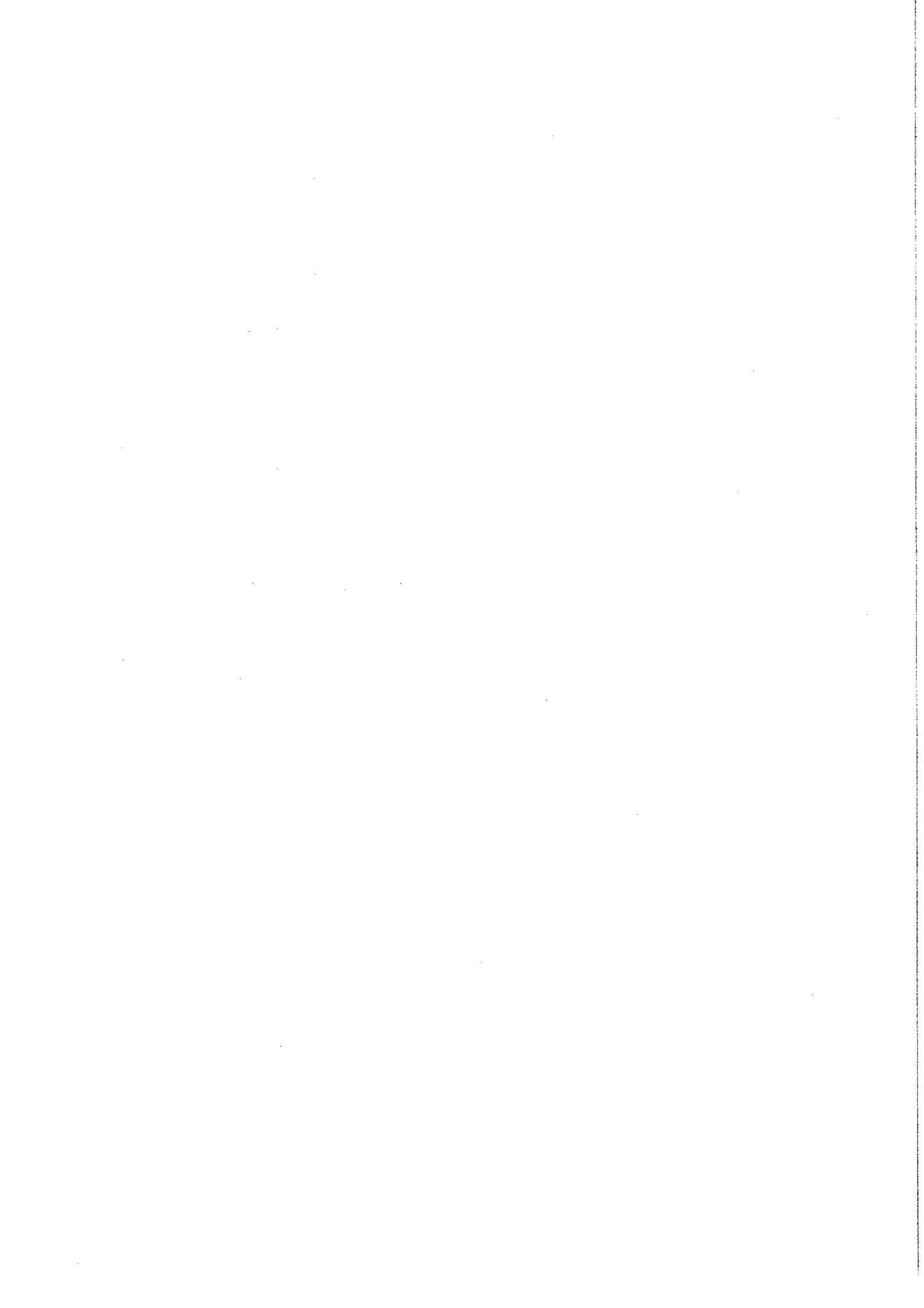
**ശ്രീ. പി. അബൂൽ ഹമീദ് :**

**മറുപടി**

**വീണാ ജോർജ്**

(ആരോഗ്യവും വനിതാ ശിശു വികസനവും  
വകുപ്പ് മന്ത്രി)

(എ)	<p>വളളിക്കുന്ന് മണ്ഡലത്തിലെ പെരുവള്ളൂർ പി.എച്ച്.സി. യിലെ ഐസോലേഷൻ വാർഡ് നിർമ്മാണത്തിന്റെ ഭാഗമായി കരാറുകാരമായി ഉണ്ടാക്കിയ ധാരണാ പത്രത്തിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ</p>	(എ)	<p>അനുബന്ധമായി ചേർക്കുന്നു.</p>
(ബി)	<p>പ്രസ്തുത പ്രവൃത്തി ആരംഭിച്ച തീയതി എന്നാണ്; ഭാഗികമായി തടസ്സപ്പെട്ടിരിക്കുന്ന പ്രവൃത്തി പുനരാരംഭിക്കുവാൻ ആവശ്യമായ നടപടികൾ സ്വീകരിക്കുമോ; വ്യക്തമാക്കാമോ;</p>	(ബി)	<p>ഐസോലേഷൻ വാർഡ് നിർമ്മാണത്തിനായി തടസ്സരഹിതഭൂമി 28.04.2022 ന് നിർമ്മാണ ഏജൻസിക്ക് കൈമാറിയിട്ടുണ്ട്. നിർമ്മാണ കാലയളവിൽ നേരിടേണ്ടിവന്ന തടസ്സങ്ങൾ കാരണം കരാർ കാലാവധി 7.11.2023 വരെ ദീർഘിപ്പിച്ചു നൽകിയിരുന്നു. പ്രസ്തുത കാലയളവിനുള്ളിലും നിർമ്മാണ പ്രവർത്തനങ്ങൾ പൂർത്തിയാകാത്തതിനെ തുടർന്ന് കരാർ കാലാവധി വീണ്ടും ദീർഘിപ്പിക്കുന്നത് സംബന്ധിച്ച വിഷയം പരിശോധിച്ചുവരുന്നു.</p>
(സി)	<p>മലപ്പുറം ജില്ലയിൽ എത്ര ആരോഗ്യ സ്ഥാപനങ്ങളിലാണ് ഐസോലേഷൻ വാർഡ് നിർമ്മിക്കുവാൻ തീരുമാനം എടുത്തിട്ടുള്ളത്; അവയുടെ വിശദാംശങ്ങൾ ലഭ്യമാക്കാമോ;</p>	(സി)	<p>1) തിരൂർ നിയോജക മണ്ഡലത്തിൽ സി.എച്ച്.സി വളവന്തൂർ-ൽ നിർമ്മാണം പൂർത്തിയാക്കി 17-12-2022 ന് ഉദ്ഘാടനം നടത്തിയിട്ടുണ്ട്. 2) താന്തൂർ മണ്ഡലത്തിലെ സി.എച്ച്.സി</p>



നിലവിൽ അവയുടെ പുരോഗതി വ്യക്തമാക്കാമോ;

താന്തർ

തവന്തർ മണ്ഡലത്തിലെ സി.എച്ച്.സി തവന്തർ

കൊണ്ടോട്ടി മണ്ഡലത്തിലെ സി.എച്ച്.സി ഒമാന്തർ

മലപ്പുറം മണ്ഡലത്തിലെ സി.എച്ച്.സി കരുവാരക്കുണ്ട്.

പൊന്നാനി മണ്ഡലത്തിലെ W&C പൊന്നാനി

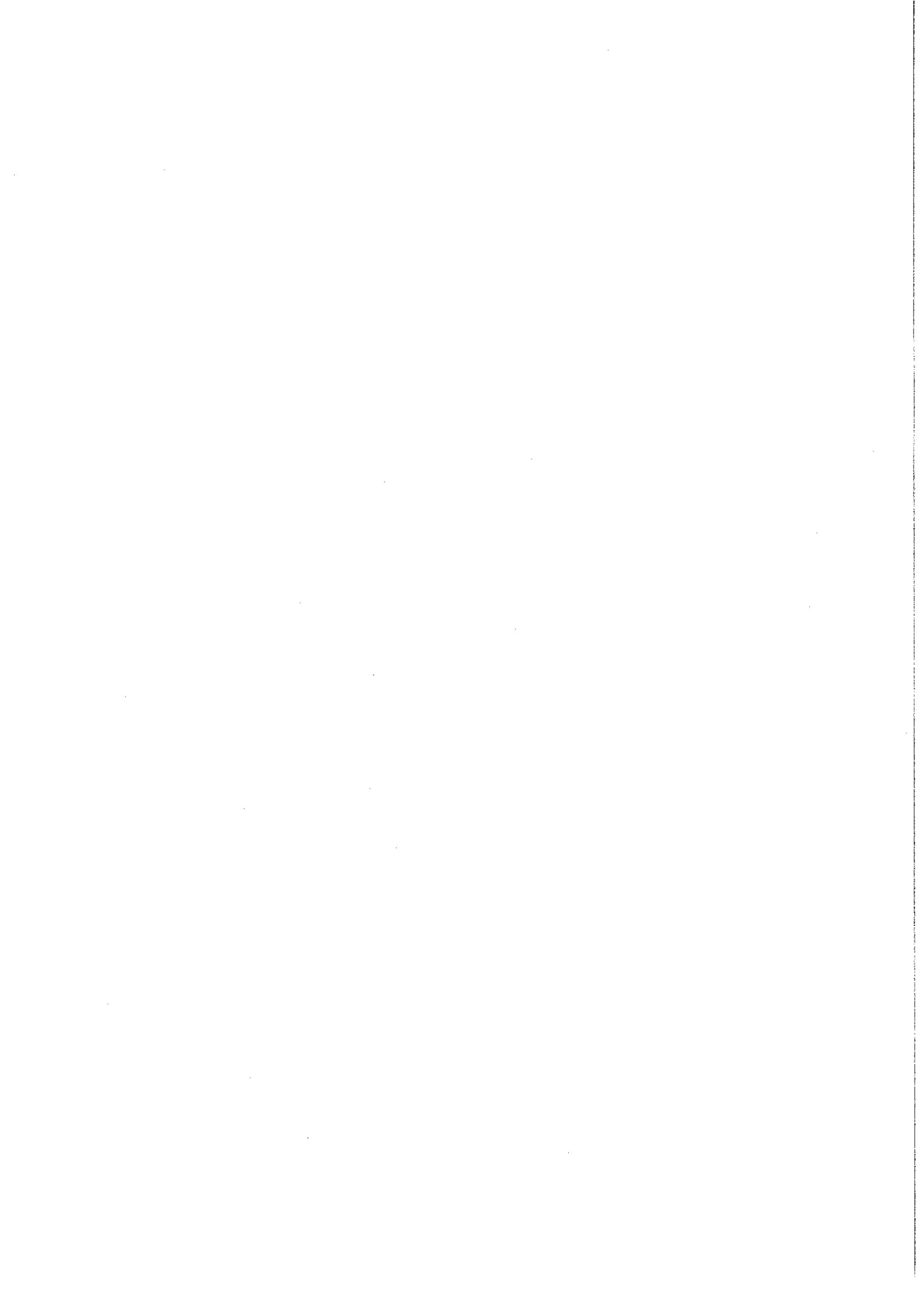
തിരൂരങ്ങാടി മണ്ഡലത്തിലെ സി.എച്ച്.സി നെടുവ എന്നീ സ്ഥാപനങ്ങളിൽ നിർമ്മാണം പൂർത്തിയായി രണ്ടാം ഘട്ട ഉദ്ഘാടനത്തിന് സജ്ജമാണ്.

3) നിലമ്പൂർ മണ്ഡലത്തിലെ സി.എച്ച്.സി ചുങ്കത്തറ- നിലവിൽ 51% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- ന്റെ നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.


4) ഏറനാട് മണ്ഡലത്തിലെ സി.എച്ച്.സി. എടവണ്ണ-നിലവിൽ 49% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- ന്റെ നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.

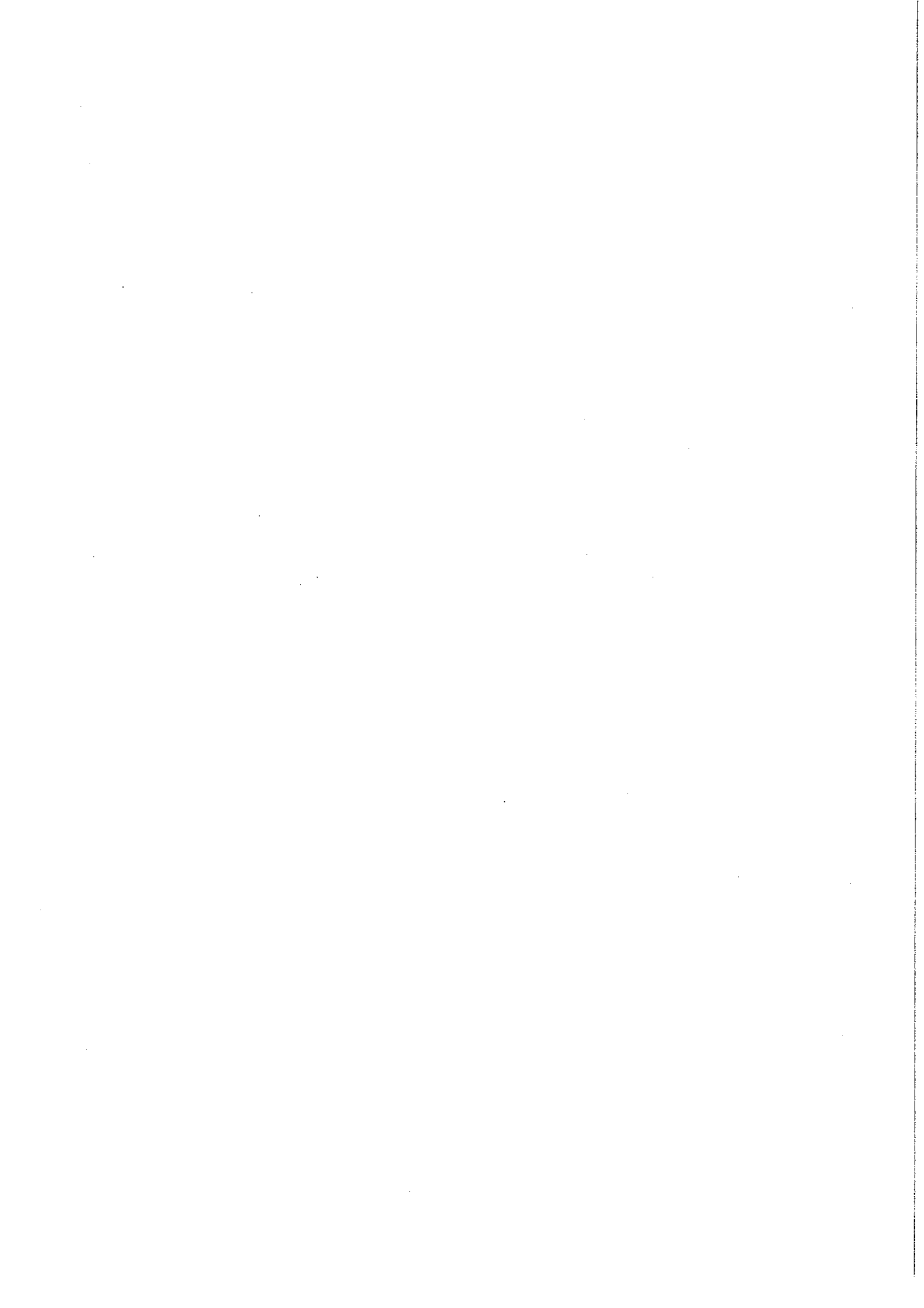
5) മക്കട മണ്ഡലത്തിലെ സി.എച്ച്.സി മക്കട നിലവിൽ 55% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.

6) വള്ളിക്കുന്ന് മണ്ഡലത്തിലെ സി.എച്ച്.സി പെരുവള്ളൂർ നിലവിൽ 51% തോളം നിർമ്മാണം പൂർത്തിയാക്കിയിട്ടുണ്ട്. Pre Engineering building Material erection- നിർമ്മാണ പ്രവൃത്തികൾ നടന്നു വരുന്നു.



(ഡി)	<p>സി. എച്ച്. സി. യിലോ ബ്ലോക്ക് തല എഫ്. എച്ച്. സി. യിലോ മൾട്ടിപർപ്പസ് കോൺക്രീറ്റ് കെട്ടിടത്തോടു കൂടിയുള്ള ഒരു ഐസൊലേഷൻ വാർഡ് നിർമ്മിച്ച് ഫണ്ട് ഫലപ്രദമായി ഉപയോഗിക്കുന്നതുമായി ബന്ധപ്പെട്ട് നിവേദനങ്ങൾ ലഭിച്ചിട്ടുണ്ടോ, ഉണ്ടെങ്കിൽ പ്രസ്തുത നിവേദനങ്ങളിന്മേൽ സ്വീകരിച്ച നടപടികൾ എന്തെല്ലാമാണ് എന്ന് വ്യക്തമാക്കാമോ?</p>	(ഡി)	<p>മൾട്ടിപർപ്പസ് ഐസൊലേഷൻ വാർഡ് നിർമ്മിക്കുന്നത് സംബന്ധിച്ച വിഷയം പരിശോധനയിൽ ആണ്.</p>
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**സെക്ഷൻ ഓഫീസർ**







കേരളം കേരल KERALA

Agreement No: 14 / Projects / 2022

K 765798

**AGREEMENT**

Agreement made on the 30<sup>th</sup> day of March 2022 Between Kerala Medical Services Corporation Limited having their registered office at Thycad, Thiruvananthapuram hereinafter called the "KMSCL" represented by General manager (which expression shall, unless it be repugnant to the context meaning thereof, mean and include its successors and assigns) as THE FIRST PARTY.

And

The Secretary, Thrissur District Labour Contract Co-operative Society Ltd No.R.1389, having its registered office at Thrissur, hereinafter called the "TDLC" (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) as THE SECOND PARTY.

GM, KMSCL

*Dr. S.S. Joy*  
General Manager  
Medical Services Corporation Ltd.

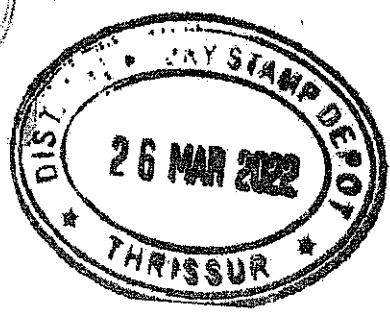
For THRISSUR DISTRICT LABOUR CONTRACT CO-OPERATIVE SOCIETY LTD. No: R-1389

*[Signature]*  
SECRETARY

TDLC

NUMBER 40522 Rs 500

to: THRISSUR DISTRICT LABOUR CONTRACT CO-OPERATIVE SOCIETY LTD. No. R 1389

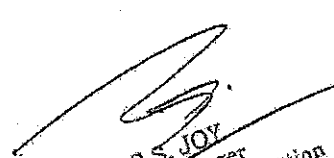


*[Signature]*  
26/03/2022  
ENDOR No: 35, TRICHUR  
PRINCY SEBY

WHREAS, KMSCL issued Letter of Acceptance for a total amount of Rs: 15,79,82,976/- to the TDLC as per the LOA No. HFW006-01-01\_LOA\_41201608/2 dated 24.03.2022.

NOW THEREFORE this agreement witnesses and agreed as follows:

1. The terms and conditions for the said contract having been stipulated in the said RFP to which the contractor has agreed a copy of which is hereto appended which forms part of this agreement and it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall superseded those of the said tender form.
2. The TDLC agrees and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work as per the LOA No. HFW006-01-01\_LOA\_41201608/2 dated 24.03.2022 issued.
3. The TDLC further agrees that any amount found due to the Government under or by virtue of these agreements shall be recoverable from the TDLC from the Security Deposit and their properties, movable and immovable as land revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other Manner as the government may deem fit in this regard.

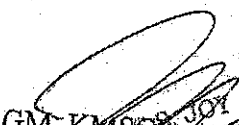
  
GM, KMSCL. S.S. JOY  
General Manager  
Kerala Medical Services Corporation Ltd.

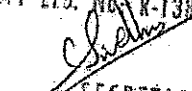
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CO-OPERATIVE SOCIETY LTD. No: R-1389

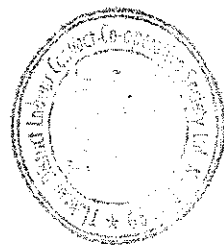
  
SECRETARY  
TDLC



4. The Contract sum as stated herein is subject to addition & deduction. The Contract sum payable to the agency shall be determined by checking the area of the isolation block and items as per the RFP. If the total square feet of Isolation ward is reduced in any location, the unit rate to be revised proportional to the executed/completed square feet rate. Also, any major deviation in executed quantity due to any additional work requested/reduce the scope to suit the site condition, cost will be compensated/recovered as per the rule of force.
5. TDLC shall execute the work as per the work order issued by KMSCL. Total volume of the work shall be as per the cost estimate and detailed costing for each item of the work specified in the work order issued by KMSCL. The work shall be completed as per the terms and conditions of the work order.
6. TDLC shall take over the proposed site from the hospital authorities and hand over the same after completing the work on proper acknowledgments.
7. The responsibility of entering into the contract will solely lies with the TDLC. The TDLC will be liable for the satisfactory completion of the work agreed with the KMSCL in RFP.
8. The TDLC will carry out effective supervision of the works by deputing suitable qualified Engineers and Supervisors to the site. The contract shall contain necessary provisions regarding


  
GM, KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSURDISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No R-1389  
  
SECRETARY  
TDLC



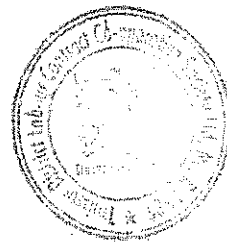
defect liabilities guarantee etc., and to see that the TDLC shall fulfill their responsibilities during the defect liability period.

9. The TDLC shall ensure the quality of the workmanship is maintained. Standards for all works prescribed by relevant IS codes and Central Public Works Department manual and shall ensure use of only standard materials. The KMSCL shall depute Competent Officers with sufficient powers for taking financial/technical decisions for keeping liaison with the TDLC.
10. The TDLC shall ensure that the work executed with accuracy and quality standard as per the technical specification prescribed in the RFP.
11. The TDLC shall make all arrangements necessary for proper supervision of the works. Any work or part item under this agreement can be inspected at any time by KMSCL authorities or officer authorized by the KMSCL or by KIIFB personnel with prior intimation to TDLC.
12. The TDLC shall be liable to rectify the defects so pointed out by the KMSCL without any additional cost. If the work executed by the TDLC or item supplied are not of the prescribed quality and requirement of the KMSCL and not as per the RFP, KMSCL will entrust modification of the work to some other agency and the cost of such modification shall be borne by the TDLC.

  
GM, KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSURDISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No. R-1389

  
SECRETARY  
TDLC



13. TDLC shall prepare the bill of quantities of the work completed and certify the bills and submit to KMSCL.
14. Changes in the scope for the work shall be worked out by mutual consultation between KMSCL and TDLC, provided that all such changes in the scope of work shall be recorded in writing and approved by the parties along with the terms and conditions agreed upon.
15. All statutory payments and deductions such as applicable rate of GST, Income Tax, Sales Tax, Workers Welfare Fund, Service Tax and other statutory payments if any, shall be deducted from the bills of the TDLC by KMSCL as per the prevailing Government orders.
16. Retention amount, if any, specified in the agreement will be deducted from the payment to the TDLC and credited to the account of KMSCL. The total retention amount shall be reimbursed to TDLC by KMSCL at 1 % annually after completion of each year of defect liability period of 60 months (5 years).


  
Dr. S.S. Joy  
GM, KMSCL  
Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389

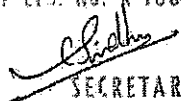
  
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TDLC



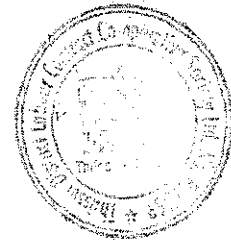
17. Any further escalation of cost due to modifications, if any will be arrived at by mutual consent and the KMSCL will sanction for the additional items required during the execution of the work.
18. On completion of work, if the total built up sq.foot area of the Isolation ward is reduced/increased in any location, the Cost is to be revised proportional to the executed/completed sq.foot area. Also for any major deviation in the excuted quantity if any addition work requested/reduced the scope to suit the site condition cost of such work will be Compensated /Recovered as per the rule in force and as noted in the RFP.
19. If any extra item of work is found required for the smooth functioning of Isolation ward /completing the project in time the same will be worked out as per the Schedule rate of DSR 2018 with cost index of the location . If the Schedule rtae is not available for extra item the Local markert rate arrived as per price software with supporting document will be considered.
20. This being a KIIFB funded projects the payments are directly transferred to TDLC by KIIFB as per proceedings submitted through online platform by KMSCL. The deduction amounts and retention amount shall be transferred and credited to KMSCL.

  
GM KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSURDISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389

  
SECRETARY

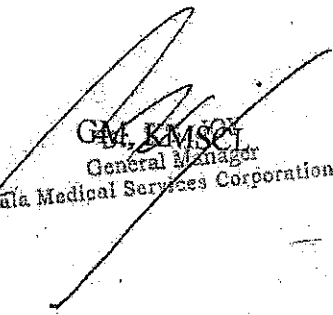
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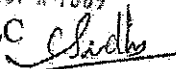


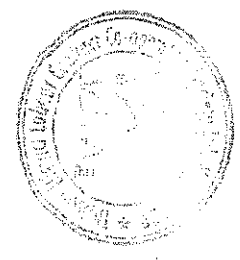
21. If the TDLC is not completing the work within the period stipulated, then KMSCL may rearrange the work otherwise or get it done by KMSCL at the risk and cost of TDLC and the loss so sustained by the Government will be realized from the TDLC under the Revenue Recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Managing Director, KMSCL or any other Officer or Officers authorized by KMSCL, in this behalf taking into consideration, the prevailing PWD rates and after giving due notice to the TDLC. The decision taken by such authority officer of officers shall be the final and conclusive and shall be binding on both parties.

22. The TDLC further agrees that any amount found due to the Government under or by virtue of this agreement shall be recovered from the TDLC from their Security deposit and from their properties movable and immovable as arrears of Land Revenue Under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

23. The TDLC further agrees that it is clearly understood that the settlement of clients either by part bills or by final bills will be

  
GM, KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.

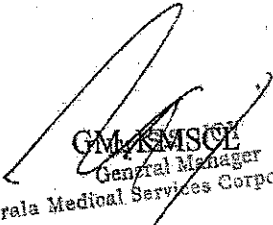
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CO-OPERATIVE SOCIETY LTD. No: R-1389  
TDLC   
SECRETARY



made only according to the availability of KIIFB Fund provision and allotment of funds made with the KMSCL of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

24. Both the parties agree that in case of any dispute arises in respect of this agreement in the implementation of the agreed clauses, the same shall be resolved through adjudication at the level of Principal Secretary, Health & Family Welfare Department of Government of Kerala and it shall be binding on both parties. Any disputes arising out of this or in any way connected with in this agreement shall be deemed to have arisen in Courts having jurisdiction in Thiruvananthapuram to determine the same.

25. Both the parties here to respectively abide and submit themselves to the above terms and conditions to perform their part with genuine intentions and for mutual benefits so as to complete the work on Engineering Procurement & Construction (EPC) mode and in the most economical and expeditious manner.

  
GM, KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY (LTD) No: R-1389

TDLC   
SECRETARY





26. The TDLC price is inclusive of all component and finishes required to achieve the design intent of each individual item and for co-ordination of details for inter-related items.

27. The work should be started on the date of handing over the hindrance free site and completed within 135 days thereafter. If the work is not completed as per schedule, KMSCL shall have rights to terminate the contract and the balance work will be arranged at the risk and cost of Contractors. From 136<sup>th</sup> day of date of agreement/site handing over, penalty will be levied @ 0.50% of the contract value per week of delayed period of completion of work till it is handed over or till the penalty reaches 5% of the contract amount.

28. After signing the agreement 2 copies of detailed drawings shall thereafter be furnished to the KMSCL for approval before commencement of work.

29. Insurance Policies:

The TDLC in their own interest before commencing the execution of work, without in any way limiting their obligations and liabilities under this contract, insure at their own cost and

Dr. S.S. JAY  
GM/ KMSCL  
Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1388  
TDLC

*[Signature]*  
SECRETARY



expense against any damage or loss or injury, which may be caused to any person or property, at site of work

30.The TDLC shall design and issue working drawings for civil, electrical and all other items included in the scope of work.

31. On completion of the work, TDLC shall submit one set of the reproducible soft copy and six set of hard copies of as built drawings of the buildings and other services done by their consultant based on the scope of work.

32.The TDLC agree to prepare the drawing and documents necessary for submission to statutory bodies like Municipal Corporation, Electrical Inspectorate, Fire & Safety Authorities, PCB, Kerala State Electricity Board, AERB, Airport Authority, etc and assist the client to obtain approval from the concerned in accordance with national building code. All the fees required to be made in this connection shall be paid by the TDLC against proper bill and the same shall be reimbursed by the KMSCL.

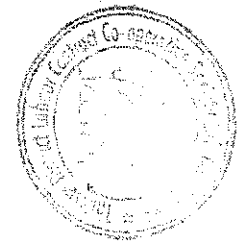
32.If the TDLC fails to comply with any of this obligation here under or winds up their business or their businesses is dissolved etc in such event the KMSCL shall be entitled to cancel this

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GM, KMSCLs. JOY  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSURDISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389

TDLC  
SECRETARY



contract to get the unfinished work at the risk and cost of the TDLC.

### **33. Assignment & Sub Consultancy**

Any portion of the project work shall not to be transferred or sublet without the prior written consent of KMSCL. They may however, engage professionals as necessary to complete the assignment.

### **34. Amendment**

This being a Lump Sum Contract on EPC mode the agency is liable to execute all items specified in the RFP with the specified specification. Any item not covered in the RFP and required to be executed for the proper completion of this project will be considered uniform and payment towards this will be arrived based on the rate arrived from the DSR 2018 or as per the prevailing market rate of those items not covered in the DSR. The percentage deduction offered by the agency will be made applicable to those items also considering the cost index of respective districts.

No amendment or other variation of the terms and conditions of the Contract shall be valid and effective unless it is mutually agreed and in writing and is dated, expressly refers to the Contract, and is signed by a duly authorized representatives of

GM, KMSCL  
Dr. S.S. J...  
General Manager  
Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389

TDLC  
SECRETARY



each party here to. Each party shall give due consideration to any proposal for amendment/modification made by other party with proper reasoning therefore.

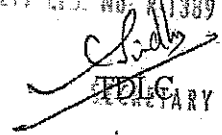
### **35. Termination & Effect of Termination**

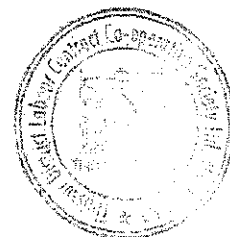
KMSCL may without any prejudice to any other remedy for breach of agreement, by not less than 30 days written notice of default sent to the TDLC, terminate this agreement in whole or in part of if,

- The TDLC fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof if granted by the KMSCL pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations hereunder within such period as the KMSCL may have approved in writing.
- The TDLC become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- The TDLC fails to comply with any final decision reached as a result of arbitration proceedings

  
**G.M. JOY**  
 Director  
 General Manager  
 KMSCL  
 Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
 CO-OPERATIVE SOCIETY LTD. No. R/1389

  
 SECRETARY



- The TDLC submits to the KMSCL a statement which has a material effect on the rights, obligations, or interests of the KMSCL and which the TDLC know to be false.
- The TDLC, in the judgment of the KMSCL has engaged in corrupt or fraudulent practices in executing the agreement.

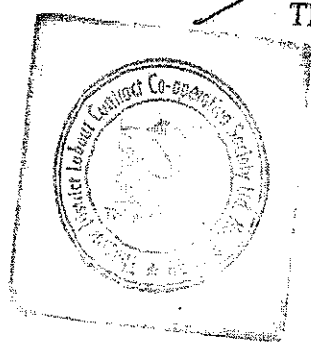
On termination of the contract by giving one month's notice in writing, TDLC shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. KMSCL may make full use of all or any of the drawings prepared by TDLC.

In case due to any circumstances, KMSCL decides to curtail the scope of work or totally abandon the work, the payment to TDLC would be made with reference to the conditions in RFP, and based on approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by TDLC immediately before taking such a decision to terminate, provided equivalent payment is made by the client to KMSCL. KMSCL reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the TDLC failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

*[Signature]*  
 GM, KMSCL  
 Dr. S. S. S.  
 General Manager  
 Kerala Medical Services Corporation Ltd.

For THRISSUR DISTRICT LABOUR CONTRACT  
 CO-OPERATIVE SOCIETY LTD. No: R-1389

*[Signature]*  
 SECRETARY  
 TDLC



**36. Payments:**

The mode of payment vis-à-vis the progress of work shall be made as per the following schedule:

**PAYMENT SCHEDULE**

The basis of payment on "Pro rate basis" shall be worked out on the percentage of work done out of total scope of work. Refer G.O. (P) No.133-2007 Mobilization.

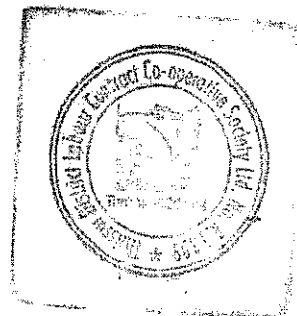
Stage	Activity	% Payable
Stage 1	Mobilization advance (upon signing the contract agreement)	35%
Stage 2	On completion foundation up to Plinth Level	15%
Stage 3	On completion of Structure fabrication and Supply of material at site.	15%
Stage 4	On completion of Super structure, finishing works i.e. erection with wall panels and fixtures, internal finishing, fixing of accessories, fittings including plumbing/electrical/drainage works.	15%

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*[Signature]*  
 GM, KMSCL  
 Dr. S.S. JOY  
 General Manager  
 Kerala Medical Services Corporation Ltd.

For THRISSURDISTRICT LABOUR CONTRACT  
 CO-OPERATIVE SOCIETY LTD. No: 0-1389

*[Signature]*  
 SECRETARY  
 IDLC



<p>Stage 5</p>	<p>Finishing of common area &amp; external finishing complete. As built drawings of civil electrical plumbing etc, submission, approval; &amp; NOC from local authority occupation certificate, Completion and Handing over of project.</p>	<p>15%</p>
<p>Stage 6</p>	<p>On Completion of Defect Liability period of 60 months</p>	<p>5% (1% annually during the performance period) on completion of each year.</p>

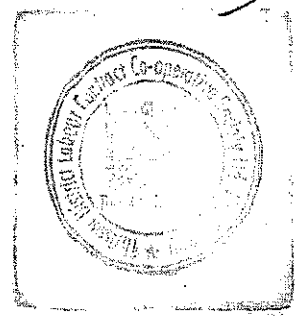
IN WITNESS WHERE OF all the parties to this agreement viz, the KMSCL, TDLC and Contractor have herein respectively have appended their signatures hereto on the day first above written. This agreement shall be effective from 30<sup>th</sup> of March 2022.

The General Manager,  
Kerala Medical Services Corporation Ltd.,  
(Department of Health & Family Welfare,  
Government of Kerala)  
Thycaud P.O.,  
Thiruvananthapuram



*[Signature]*  
The Secretary  
Thrissur District Labour  
Contract Co-operative  
Society Ltd No.R.1389  
Thrissur

*[Signature]*  
By S.S. JOY  
General Manager  
KMSCL  
Kerala Medical Services Corporation Ltd.

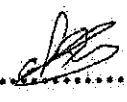
For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389  
*[Signature]*  
SECRETARY



In the presence of following witnesses

- 1... Robert John J. 
- 2... Shiju A. 

In the presence of following witnesses


- 1. 
- 2. ....

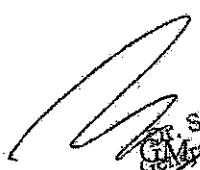
Sindhu. K.R

Secretary

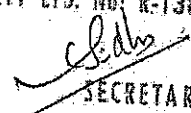
Thrissur District Labour Contract Co-operative  
 Society Ltd No R 1389, Room No.19/458/36B,  
 First Floor, Global Tower, Opp. Railway Station,  
 Vanchikulam Road, Poothole.P.O. Thrissur 680004  
 (Contractor (full address))

In the presence of witnesses:

- 1. 
- 2. ....

  
 S.S. JOY  
 General Manager  
 Kerala Medical Services Corporation Ltd.  
 KMSCL

For THRISSURDISTRICT LABOUR CONTRACT  
 CO-OPERATIVE SOCIETY LTD. No. R-1389

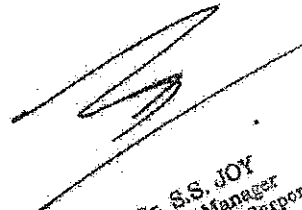
  
 SECRETARY



TDLCL

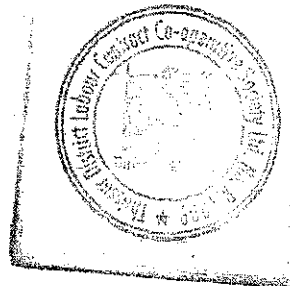


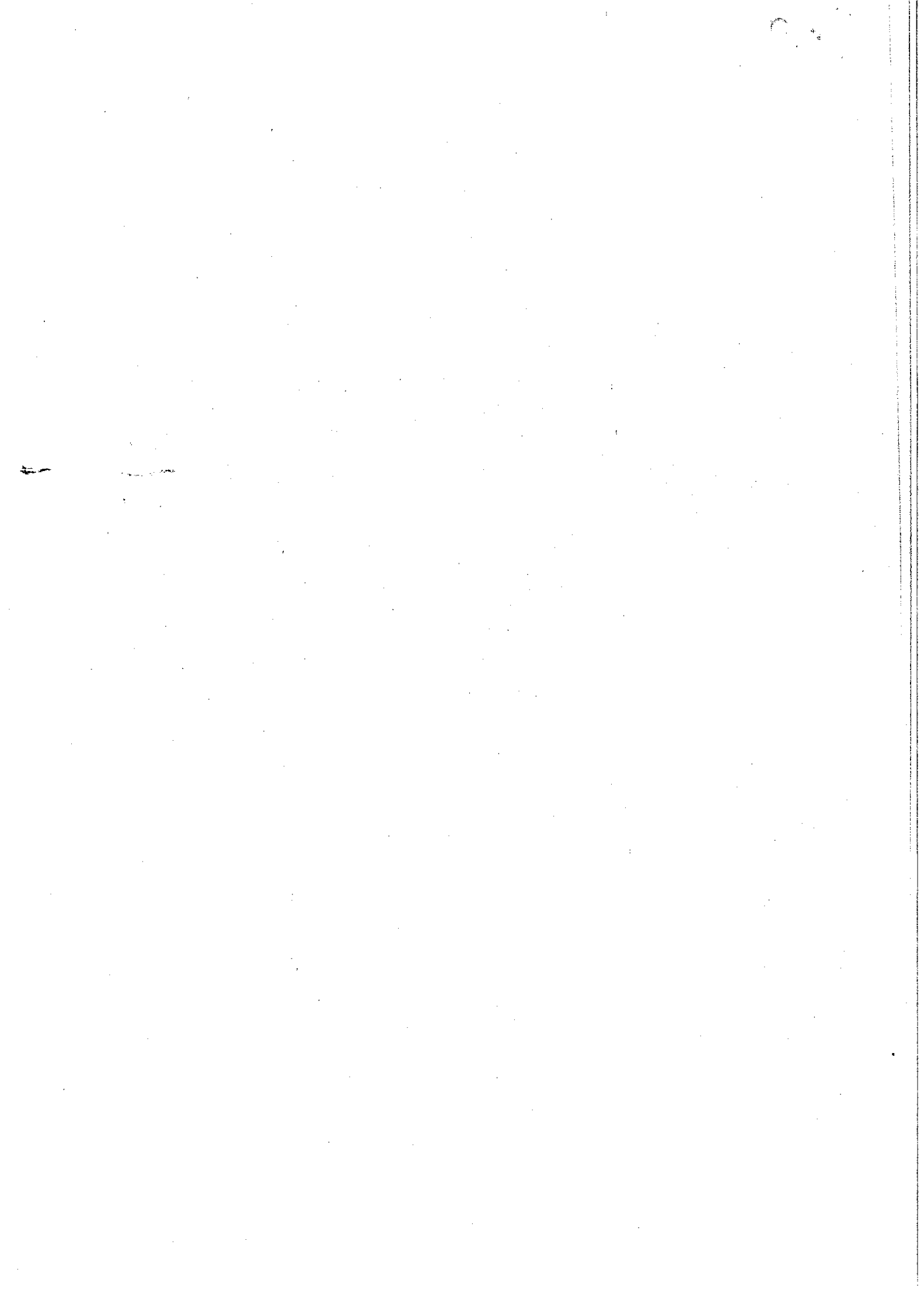
ISOLATION BLOCK- READY TO START SITES AS PER GO			
SL NO	DISTRICT	ASSEMBLY CONSTITUENCY	INSTITUTION
1	Kollam	Karunagapally	CHC Ochira
2	Alappuzha	Mavelikara	FHC Vallikkunnam
3		Cherthala	FHC Vayalar
4		Aroor	CHC Arookkutti
5	Idukki	Devikulam	CHC Chithrapuram
6	Kottayam	Pala	CHC Edamaraku
7	Thrissur	Manalur	CHC Mullassery
8	Palakkad	Nenmara	CHC Nenmara
9	Malappuram	Vallikkunnu	CHC Peruvallur
10	Kozhikode	Vdakara	CHC Orkkattery
11		Koduvally	CHC Narikkuni
12	Wayanad	Sulthan Bathery	CHC Pulpally

  
Dr. S.S. JOY  
General Manager  
Kerala Medical Services Corporation, Ltd

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY LTD. No: R-1389

  
SECRETARY







കേരളം കേരള KERALA Agnd no: 30 | Pagejs | 2023

EC 293929

Principal Agreement no: 14 | Pagejs | 2022 old

30.03.2023

**SUPPLEMENTAL AGREEMENT SCHEDULE-4**

Supplemental agreement executed on 10-10-2023 between The Secretary, Thrissur District Labour Contract Co-operative Society Ltd No .R.1389, having its Registered office at Thrissur, represented by The Secretary (herein after called the "TDLC") first part and Kerala Medical Services Corporation Ltd represented by The General Manager, (here in after referred to as KMSCL ) of the other part.

For THRISSUR DISTRICT LABOUR CONTRACT CO-OPERATIVE SOCIETY Ltd. No. R 1389

*[Signature]*  
SECRETARY



NUMBER 1A/143 No 100/-

Given to T D L C C S Ltd NOR-1389  
M/S. TDLC

Trissur  
*[Signature]* 08/09/2023

VENDOR No: 35, TRICHUR  
PRINCY BSBY

General *[Signature]*  
Dr. SHIBULAL A. MBBS, MPH.  
Director of Health Services, GOK  
KMSCL  
Thycaud  
KMSCL  
General Manager  
Kerala Medical Services Corporation Ltd.  
Widyananthapuram - 14  
DISTRICT TREASURY STAMP DEPT  
• 4 SEP 2023  
THRISSUR



കേരളം കേരल KERALA

EC 293921

Whereas the contractor has executed an agreement bearing no HFW006-01-01\_AS\_839805842. Dated 08.02.2022 ( here in after referred to as the said agreement) for the work of " Design and Construction for 12 location of 10 Bedded Isolation wards in Various Hospital on Engineering ,Procurement & Construction (EPC) mode throughout the state " with the KMSCL and agreed to complete the said work in accordance with the said agreement.

For THRISSUR DISTRICT LABOUR CONTRACT CO-OPERATIVE SOCIETY No. R 1339

*Subb*  
SECRETARY



NUMBER 14135 Rs 100/-

TDLCCS Ltd MOR-1389

*Prin*  
08/09/2023

VENDOR No: 35, TRICHUR PRINCY SEBY

Dr. SHIBULAL A. MBSB, MPH,  
General Manager  
General Services Corporation Ltd.  
Thiruvananthapuram-14  
Dist. Treasury Stamp Dept  
Trichur  
54 SEP 2023  
THRISSUR

DESIGN & CONSTRUCTION OF 10 BEDDED ISOLATION WARDS-LOA-2							
SL. NO	DISTRICT	ASSEMBLY CONSTITUENCY	INSTITUTION	SITE HANDOVER	Project Completion considering hindrance without Penalty	Time Extension Granted with Penalty From	Time Extension Granted with Penalty up to
1.	Kollam	Karunagapally	CHC Ochira	28-04-2022	25-01-2023	26-01-2023	07-11-2023
2	Alappuzha	Mavelikkara	FHC Vallikunnam	28-04-2022	04-10-2022	05-10-2022	07-11-2023
3		Cherthala	FHC Vayalar	28-04-2022	12-01-2023	13-01-2023	07-11-2023
4		Aroor	CHC Arookkutti	28-04-2022	23-01-2023	24-01-2023	07-11-2023
5	Idukki	Devikulam	CHC Chithrapuram	28-04-2022	18-01-2023	19-01-2023	07-11-2023
6	Kottayam	Pala	CHC Edamaraku	28-04-2022	25-09-2022	26-09-2022	07-11-2023
7	Thrissur	Manalur	CHC Mullassery	28-04-2022	07-11-2022	08-11-2022	02-09-2023 (Completed)
8	Palakkad	Nenmara	CHC Nenmara	28-04-2022	09-11-2022	10-11-2022	02-09-2023 (Completed)
9	Malappuram	Vallikkunnu	CHC Peruvallur	28-04-2022	20-02-2023	21-02-2023	07-11-2023
10	Kozhikode	Vadakara	CHC Orkkattery	28-04-2022	01-02-2023	02-02-2023	07-11-2023
11		Koduvally	CHC Narikkuni	28-04-2022	26-09-2022	27-09-2022	02-09-2023 (Completed)
12	Wayanad	Sulthan Bathery	CHC Pulpally	28-04-2022	08-02-2023	09-02-2023	02-09-2023 (Completed)

The agency shall get the work executed as per the terms and conditions of the Principal Agreement, within the extended period. All other terms and conditions of the Principal Agreement shall remain the same

IN WITNESS WHERE OF the parties to this agreement viz, the M/s.TDLC and the M/s.KMSCL have herein signed this agreement respectively on the day above written.

For THE DIRECTOR  
CO-OPERATIVE SOCIETY

OUR CONTRACT  
No. R 1389

SECRETARY



M/s. TDLC

General Manager  
Assistant Director of Health Services, GOX  
Kerala Medical Services Corporation Ltd.  
Thycaud P.O., Thrissur  
Wayanathapuram-14

WHEREAS BOTH the M/s. TDLC and M/s. KMSCL here to previously entered into a contract for execution of the work specified above (hereinafter called the Principal Agreement No.14/Project/2022 ) with a work completion period of 135 days from the date of signing or date of handing over of hindrance free site or date of receipt of first installment of advance payment. This agreement shall be called **Supplementary Agreement-4 to the Principal Agreement dated 30.03.2022, and Supplementary agreement dated 24.11.2022 , 06.04.2023 & 30.07.2023 extending the validity of Principal agreement up to 07.11.2023 along with the conditions specified in the principal agreement.**

The extension granted due to the hindrances occurred and additional works to be executed in respect of the work of "Design and Construction for 12 location of 10 Bedded Isolation wards in Various Hospital on Engineering, Procurement & Construction (EPC) mode throughout the state".

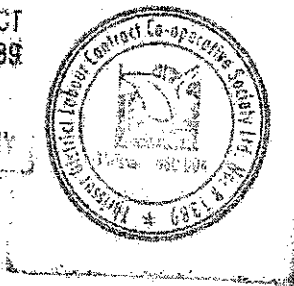
AND WHEREAS M/s.TDLC shall get the work executed as per the terms and conditions of the principal Agreement, within the extended period or the time fixed or as extended by from time to time. The mode of payment for the cost of work done shall be released as per the Principal Agreement.

AND WHEREAS the agency reported the delay causing the execution of the work on account of additions and alterations which have been found necessary for completion of the work described in the Principal Agreement. AND WHEREAS the agency agreed to execute the work subject to the conditions set forth in the Principal Agreement.

It is hereby mutually agreed by the parties to extend the validity of the principal agreement up to 07.11.2023 with effect from 31.07.2023 (As per below) along with all the conditions specified in the principal agreement with penalty. As for as to the settlement of EOT case is concerned it will be decided on the merit of the case, based on the recommendations of the Engineer-in-charge of the project.

For THRISSUR DISTRICT LABOUR CONTRACT  
CO-OPERATIVE SOCIETY No. R 1389

*[Signature]*  
SECRETARY



M/s. TDLC

*[Signature]*  
നവാബ് ബാബു

*[Signature]*  
General Director  
Dr. ABUL KALAM A. MBBS, MPH,  
Assistant Director of Health Services, GOK  
General Manager  
Kerala Medical Services Corporation Ltd.,  
Thycaud P.O., Thiruvananthapuram-14  
KMSCL