



एचएलएल लाइफ़केयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडापी.ओ. PEROORKADA. P.O,  
तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005  
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TENDER NO: PUR/08/R1/BO/S&E/FIRE FIGHTING/2019-20 तारीख Dated : 24.07.2019

एचएलएल बालरामपुरम, तिरुवनंतपुरम, केरल के लिए अग्नि सुरक्षा और अग्निशमन व्यवस्था  
की डिजाइन, आपूर्ति और संचार के लिए निविदा  
TENDER FOR DESIGN, SUPPLY AND COMMISSIONING OF FIRE PROTECTION AND FIRE  
FIGHTING SYSTEMS FOR HLL AT BALARAMAPURAM, TRIVANDRUM, KERALA

तकनीक - यावसायिक बोली  
TECHNO-COMMERCIAL BID

TENDER NO: PUR/08/R1/BO/S&E/FIRE FIGHTING/2019-20



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आपूर्ति और संचार के लिए निविदा

**TENDER FOR DESIGN, SUPPLY AND COMMISSIONING OF FIRE PROTECTION AND FIRE FIGHTING SYSTEMS FOR HLL AT BALARAMAPURAM, TRIVANDRUM, KERALA**

Date: 24<sup>th</sup> Jul, 2019

### निविदा नोटिस TENDER NOTICE

एचएलएल लाइफकेयर लिमिटेड (एचएलएल), भारत सरकार का उपक्रम जो बलरामपुरम, तिरुवनंतपुरम, केरल में स्थित एचएलएल भवन में अग्निशमन प्रणाली स्थापित करने की प्रक्रिया में है। उक्त परियोजना के लिए, सक्षम और अनुभवी प्रदायकों / ठेकेदारों जो हमारी निविदा के अनुसार आवश्यकताओं को पूरा करने के लिए निम्नलिखित कार्य करने में सक्षम हैं उन से मुहरबंदित और उपरिलिखित बोली आमंत्रित किया जाता है। जो हमारी निविदा के अनुसार आवश्यकताओं को पूरा करने के लिए निम्नलिखित कार्य करने में सक्षम हैं।

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up Fire fighting system at HLL building located at Balaramapuram, Trivandrum, Kerala . For the said project, Sealed and Super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting the requirements as per our tender.

बोलीदाता निविदा शुल्क के रूप में एचएलएल लाइफकेयर लिमिटेड के नाम पर तिरुवनंतपुरम में देय रु . 560 / - (बिक्री कर सहित) और ईएमडी रु .25,000 / - के रूप में भुगतान करके निविदा में भाग ले सकता है।

**Bidders can participate in the tender by paying Rs 560/- by DD (Inclusive of ST) as Tender Fee and EMD amount of Rs.25,000/- in favour of HLL LIFECARE LIMITED payable at Trivandrum.**

विनिर्देश, अनुमानित मात्रा और अन्य शर्त व निबंधन आदि दस्तावेज में दिए गए हैं।

The Specification, approximate quantities and other Terms and conditions etc. are given in the document.

निविदा जारी करने की तिथि

**Date of Issue of tender: 24/07/2019**

बोली प्रस्तुत करने की अंतिम तिथि और समय:

**Last date and time for submission of bid: 17/08/2019; 15:00 Hrs**

तकनीकी बोली खोलने का दिनांक और समय:

**Date and time of opening technical bid: 17/08/2019; 15:30 Hrs**

महाप्रबंधक (क्रय) **General Manager (Purchase)**



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**III.TECHINCAL CUM PRICE BID FORMS**

The completed and sealed bid documents should be submitted to General Manager (Purchase dept.), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on 17/08/2019 .EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favour of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after Last date and time will be rejected. Any bid not accompanied by EMD will be rejected.



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SUMMARY OF NOTICE INVITING TENDER

1. Name of work	Supply, Installation, Testing & Commissioning of Fire Fighting System for HLL Balaramapuram building, Balaramapuram, Thiruvananthapuram, Kerala.
2. Tender No.	PUR/08/R1/BO/S&E/FIRE FIGHTING/2019-20
3. Location of work	Balaramapuram operations/HLL Trivandrum
4. Date of commencement of work	07 days from the date of receipt of work order
5. Period of completion of works-	Three Months from the date of commencement of work
6. Period of measurement	1 Month from the date of and evaluation.
8. Defects liability period.	12 Month from the date of commissioning
9. Place of issue of tender	Purchase Department, HLL Peroorkada Factory, Trivandrum
10. Place of receipt of tender	Purchase Department, HLL Peroorkada Factory, Trivandrum
11. Security deposit	5 % of contract amount
12 Earnest Money Deposit	Rs. 25,000/-
13. Tender & Price Validity	15 months from the date of submission
14. Escalation	No escalations
15. Date of issue of tender document	24-07-2019
16. Last date of receipt of tender	17/08/2019, 15:00 hrs
17. Date and time of technical bid opening	17/08/2019, 15:30 HRS
18. Tender cost	Rs. 560/- (including taxes)
19. Penalty	1% of contract value per week up to a maximum of 10% of PAC.
20 OWNER	HLL LIFECARE LIMITED A Government of India Enterprise) Peroorkada Factory, THIRUVANANTHAPURAM-695005 Email: binuthomas@lifecarehll.com Website: www.lifecarehll.com PH: +91 471 2437270



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## SCHEDULE A

### TECHNICAL SPECIFICATIONS

#### 1.0 SCOPE:-

Work under this scope shall consist of Design, Supply, Installation, Testing & Commissioning of all labour, materials, equipment and appliances necessary for fire protection & fighting systems described in this specification, schedule of quantities, drawings etc including Fire hydrant systems, brigade inlets, Automatic sprinklers system, Fire pump as per Latest NBC/IS Regulations.

- Design, Supply, Installation, Testing and Commissioning of over ground Ring main of Hydrant pipelines originating from terrace tank to the Ground and to the Cellar floor level with installation of Sprinkler points at Cellar.
- The Hydrant and Sprinkler pipe ring main will be installed over ground.
- External firefighting lines related works, including supply and fixing of 01 Fire brigade inlets and 02 nos of External Fire hydrants , hose cabinets, hoses and branch pipes around the sides of buildings
- Internal firefighting lines related works, including supply and fixing of 07 Fire hydrants, hose cabinets, hoses and branch pipes inside the buildings
- Supply, Installation, Testing and Commissioning of Swinging Types Hose Reels internal to buildings in the goods stacked and cellar including air vent valves in the terminating points of down comer wet riser mains
- Portable First Aid Fire Extinguishers
- Providing & making corecutting for laying pipes as per site requirement at cellar floor with following dia (180 mm, 100 mm , 40mm)
- Statutory approvals/N.O.C from Dept of Fire & Rescue Dept

#### 1.2 ITEM OF SUPPLY AND WORK OF OWNER:-

Unless/otherwise specified the following supply shall be made and the following works shall be done by the Owner.

- Open areas for storage of materials for construction work etc.
- Water and Electricity for construction purpose only

All other items shall be included in the offer made.



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**1.3 TESTING**

- The Down Comer system piping will be as per relevant IS standards
- Piping works shall be tested as specified under the relevant clauses of the specifications All materials and equipment found defective shall be replaced and whole work tested to meet the requirements of the specifications.

All the Tests shall be recorded and for all other materials supplied, appropriate test results from calibrated equipments should be adhered as per NBC 2016 (Part IV: Fire & Safety).

#### 1.4 MODE OF MEASUREMENT

Fire downcomer system will be measured on the basis of unit length and shall include the following:-

- i) Terrace pump
- ii) Control panel
- iii) Power cable
- iv) Pressure switch
- v) Air cushion vessel
- vi) Butterfly valve
- vii) Pressure gauge
- viii) Air cushion vessel
- ix) Piping
- x) Non return valve
- xi) Hydrant valve
- xii) Hose reel set
- xiii) Hose box double door
- xiv) Fire hose
- xv) Branch pipe
- xvi) Fire brigade inlet
- xvii) Ball valve
- xviii) Air release valve
- xix) Sprinkler nozzle
- xx) Fire extinguishers
- xxi) Sign boards



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## 1.5 Firefighting (Downcomer) Systems:

### 1.5.1 Piping's

- Pipe for firefighting shall be M.S. pipe conforming to IS: 1239(Heavy Grade) including all fittings like bends, elbows, tees, anchor fasteners, couplings etc., and shall be of reputed make(as per list).
- Pipe for Internal Work
  - All pipes within the building in exposed locations, shafts, under ceiling and service tunnels shall be M.S. tubes of class and thickness specified.
  - Pipes 150mm, 80mm and 25mm diameter shall conform to IS: 1239 or as specified in the schedule of quantities.
  - The pipe/tube supplied shall be as per the vendor list provided.
  - For pipes below 50mm dia, welded joints shall not be permitted. For pipes above 50 mm dia, Butt welded joints will be used.
  - Flanges will have appropriate number of holes as per the relevant IS Standard fastened with nuts, bolts and 3mm thick compressed rubber gasket.
- For External Work
  - All pipes outside the building shall be M.S. heavy grade pipes conforming to specification.
  - Fittings for M.S. heavy grade pipes shall be similar to those used for internal work.
- Pipe Joining
  - Flanges shall have appropriate number of holes as per the relevant IS Standard fastened with nuts, bolts and 3 mm thick compressed asbestos gasket.

### 1.6 PIPE PROTECTIONS

- All pipes above ground and in exposed locations shall be painted with one coat of red oxide primer and two coats of synthetic enamel paint of fire red colour as per IS : 5 (Shade 536).
- Each end of the pipe left uncoated for welding purpose shall be hand coated and wrapped after field welding is completed and surface cleaned.

### 1.7 PIPE SUPPORTS

- All pipes shall be adequately supported from ceiling or walls by structural clamps fabricated from M.S. structural e.g. rods, channels, angles and flats or by using anchor fasteners type as per details given in drawings/as per site conditions. All M.S. structural shall be painted with one coat of red oxide and two coats of Red Synthetic enamel paint.



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FIRE HYDRANTS:

- The hydrant mains will be sized for the entire aggregate pumping capacity considering velocity of 5 m/s.
- Minimum pressure of 3.5 kg/cm<sup>2</sup> will be ensured at the remotest hydrant point.
- All the hydrants will be used oblique type with the outlet angle towards ground.
- At every internal hydrant location, one (1) no. of hydraulic hose reel complete with swing type drum, 19mm rigid hose having a length of 26-36 Mtrs. with stop cock and PVC nozzle on one end and all other necessary fixing materials will be provided, except for External hydrants valves.
- The system will be automatic in operation
- The power supply to MCC & control panel of the firewater pumps also to be made from D.G supply
- The general design of landing valves shall confirm to IS: 5290 and shall be suitable for indoor / outdoor operations as stated in NBC 2016 Part IV. The landing valves shall be installed at one metre above ground level as per fire brigade regulations.
- Hydrant valve body, Stop valve, Check nut, instantaneous female outlet and blank cap shall be SS type 63 mm dia oblique type with instantaneous hose coupling adaptor confirming to IS:5290
- The Fire brigade inlets shall be provided with stand post and 3way Fire Brigade Inlet connection of 63 mm dia. built - in Gun metal Non- return valves instantaneous coupling type arrangement to be connected to wet riser main.
- Fire brigade inlets and Internal/External Fire hydrants to be protected from vehicle hitting by means of a barricade post such as bollard pipes with necessary arrangements wherever installed near vehicle movement area.
- All jointing material such as bolts, nuts and gaskets are required for fixing. The isolation valves shall be provided in hydrant ring mains for maintenance.
- The valve top except the face of the flange and the instantaneous outlet shall be painted fire red of shade. The outside of instantaneous outlet shall be highly polished.
- Internal/External fire hydrants with hose cabinet shall be provided, complete in all respects of the building. Each fire hose box shall adhere to the following;
  - Hose cabinets shall be 16 gauge MS sheet glass fronted with hinged with single or double glass front door. The cabinet is spray painted to scarlet red color outside, locking arrangements with breakable glass key access arrangement, shall accommodate two piece of hose pipes along with one pair of male and female coupling and one branch pipe. The cabinet to made of duly painted red with stove enamelled paint and fixed to wall or self supported on floor as per site conditions.





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- Each single headed hydrant valve will be provided with 2 Nos. of controlled percolated hose in 15M length of 63 mm dia and tested to bursting pressure of 15kg/sqcm and with SS ISI coupling as per IS:901 binded with cu wire along with SS ISI branch pipe with 63 mm male hexagonal base nozzle confirming to IS:903.

### 1.8 AUTOMATIC SPRINKLER SYSTEM

- Automatic sprinkler system shall be provided at Cellar Floor.
- The terrace pump are used for the sprinkler system. The sprinkler riser mains will be charged with water to the system design pressure. The operation system will be automatic through the pressure switches installed in the system. When the sprinkler bulb breaks due to fire break-out, the pressure will drop down in the pipe line. The drop in pressure is being sensed by the pressure switch. The pressure switch is connected to the MCC. The MCC will trigger the prime movers to run when it get signal from the pressure switch.

### DESIGN PARAMETERS

- At least one number sprinkler is to be provided per 12 sq.m of coverage area.
- Tapping is taken from the sprinkler riser for all the sprinklers at the cellar floors.
- Isolating valve is considered at the tap off points, from maintenance point of view.
- The Automatic sprinkler system piping will be as per relevant IS standards.
- The Sprinkler mains will be sized based on the number of sprinklers.
- The sprinklers used will be of Pendant type with rosette plate and Upright type and sidewall as per site condition.
- The system will be automatic in operation.
- The power supply to the MCC & control panel of the firewater pumps will be independent and also to be made from D.G supply

### 1.9 PORTABLE FIRST-AID FIRE EXTINGUISHERS

- The portable first-aid fire extinguishers shall be provided for all the buildings as per requirements of NBC 2016.

### SYSTEM DESCRIPTION

- The extinguishers are used to put-off small fires. The extinguishers will be used in the incipient stage of fire. Fire extinguishers are easy to handle. This is useful to put off the fire in the initial stage itself and thus avoiding major losses.



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### 1.10 SAFETY SIGNAGES

- Safety signage photo luminescent sign board made of 3mm thick PVC foam board for each floor 12" x 4" to be provided for exits & fire escape route.

### 1.11 AIR CUSHION VESSELS FOR FIRE PUMPS

- Air cushion vessel of 150 mm dia with automatic air release cock, 20 mm dia, drain pipe, drain valve and a shut off nozzle 1200mm height.

### 1.12 FIRE BRIGADE INLET

Three way Fire Brigade Inlet connection of 63 mm dia. built - in Gun metal Non- return valves instantaneous coupling type arrangement to be connected to wet riser main.

- A three – way collecting head with built-in non-return valves fitted to the Wet-riser riser main, so that in case of need, the fire brigade can directly pressurize the system with their pump.
- Fire brigade inlet consists of 2 1/2" (63 mm) male instantaneous coupling for feeding water into Wet Riser pipe having outlet of 6" (150 mm) NB
- Fire brigade inlet is made up of Bronze / C.I material and the entire body should be painted red (make as per recommended).
- Drain valve should be provided along with Fire brigade inlet neck for maintenance purpose.

### 1.13 STRAINER

- Strainer will be of pot-strainer type with flanged ends and construction shall be as per relevant IS. The pot strainer shall be designed so as to enable blowing out accumulated dirt and facilitate removal and replacement of screen without disconnection of the main pipe.

### 1.14 PRESSURE GAUGE & PRESSURE SWITCH

- The range of pressure gauge, pressure switch and differential pressure switch will be from 0 to 21 Kg/Sq.cm and shall have all required fittings, accessories and valves.

### 1.15 GENERAL

- Work under this scope shall be carried out strictly in accordance with specifications attached and all relevant latest Indian standards, National building code (NBC) – 2016, Part - IV, local fire approval authority and any other statutory



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bodies. The work shall be carried out in conformity with the firefighting system drawings

- Cost of painting of all equipment, piping, etc. shall be included in each item as given in the specifications.
- The contractor shall provide all anchor fasteners and their installations for successful completion of work.
- Cost of providing & making core cutting for laying pipes as per site requirement at cellar floor (*as per site requirement*) shall be included with following dia (180 mm, 100 mm , 40mm)

#### 1.8.8 RECOMMENDED MAKES OF MATERIALS

LIST OF APPROVED MAKES		
SL NO	MATERIALS	APPROVED MAKES
1.	Motor	Kirloskar/Siemens/ABB/CromptonGreaves/BharatBijlee
2.	Pump	Kirloskar/ Mather &Platt/KSB/Beacon/Wilo Mather&Platt/ Grundfoss
3.	MS Pipe	Tata/Jindal/SAIL
4.	GI&MS fittings	Tube weld/Tube products/Punjab steel/TNT
5.	Butterfly valves	Kartar/Intervalve/ Advance/Zoloto/Tyco/Viking
6.	Non return valves	Kartar/Intervalve/ Advance
7.	Ball valves	Kartar/ Zoloto
8.	Air release valves	Kartar/Zoloto/Arihant
9.	Pressure switch	Indfoss/Switzer/Schneider/Danfoss/Waaree
10.	Pressure gauge	Fiebig/Indfoss/ H Guru
11.	Sprinkler bulb	Tyco/Newage /Viking - (UL listed)
12.	Hydrant valve	Newage/Tyco/Viking/Aaag
13.	Fire brigade point Branch pipe	Newage/Arihant/ Tyco/Viking/Aaag
14.	Hose reel set	Newage/ Aaag/ Safeguard/Minimax
15.	CP Fire hose	Newage / Aaag
16.	Hose cabinet	Newage/Aaag



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17.	Branch Pipe	Newage/ Aaag /Safeguard/ Minimax
18.	Fire Brigade Inlet	Newage/ Aaag /Safeguard/ Minimax
19.	Hardware	TATA/ Sundaram fasteners/GKW
20.	Paint	Asian/ICI/Nerolac/Berger/ICI
21.	ABC-Fire extinguisher	Ceasefire/Minimax/Safex/Bharat/Safeguard
22.	Alarm valve	HD/Tyco(UL listed)
23.	Flexible pipe	Any UL listed
24.	FRLS Cable	Finolex/Polycab/RR Kabel



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## SCHEDULE – B

### MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE BID

- a) Tenderer/Bidder should have minimum 05 years of experience in Supply, Installation, Testing and Commissioning of Firefighting system (Downcomer/ Yard hydrants/ wet riser) in Storage//Industrial Occupancies (For the above bidder has to submit relevant supporting documents/copies – Purchase order and completion reports)
- b) Tenderer/Bidder should have satisfactorily completed the below requirement in any of the reputed Storage//Industrial Occupancies
  - i. Minimum 1 work of value not less than Rs 60 Lakhs during the last 3 years or
  - ii. Minimum 2 works of value not less than Rs 45 Lakhs each during the last 3 years or
  - iii. Minimum 3 works of value not less than Rs 35 Lakhs each during the last 2 years(For the above bidder has to submit relevant supporting documents/copies – Purchase order/completion reports/N.O.C certificates)
- c) Average annual financial turn-over of the bidder during the last 03 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 5 Crores
- d) The tenderer/bidder should submit Earnest Money Deposit in the manner specified along with the tender document.
- e) The duly signed **Acceptance form** (given in this tender document) conforming that All terms & conditions, technical specifications, volume of supply are understood by the bidder Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed).
- f) Deviation if any, giving reasons for the deviation.
- g) The bidder should furnish Registration Certificate and Certificate of Incorporation.
- h) Bidders shall invariably furnish documentary evidence (Client's Certificate/installation report) in support of the satisfactory operation of the equipment as specified above.
- i) The bidder should furnish the copy of Audited balance sheet in proof of financial strength.
- j) Conditional Bid will be summarily rejected



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**SCHEDULE – C**

## TERMS AND CONDITIONS

### **GENERAL CONDITIONS OF THIS TENDER**

1. Contractor has to prepare all necessary drawings and submit to the District. Fire & Rescue Department, Trivandrum for clearance within 20 days of award of work. Owner shall give basic drawings of all other installations if needed. Necessary follow up action shall be taken by the Contractor to obtain the clearance from the District. Fire & Rescue Department
2. On completing the installation, the completion certificate shall be issued to the District. Fire & Rescue Department for approval. The observations/comments issued by the Fire Station Officer have to be rectified at no extra cost.
3. Owner shall pay all statutory fees for the above works. All other cost shall be included in the offer.
4. The test certificate of all equipment has to be submitted to Owner on completion of work.
5. The contractor is expected to visit the site and study the probable routes of transportation of material to the site before quoting.
6. All the items of the work are to be executed as per relevant NBC/IS specifications.
7. The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offers with deviation or request for deviation are liable to be rejected.
8. The guarantee shall be 12 months from the date of handing over the installation duly energized.
9. The contractor has to prepare a time schedule for the complete work in detail and submit to Owner in triplicate within 10 days from the day of receipt Work Order/ Letter Of Intent.
10. The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received.



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11. The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.
12. The contractor shall also hand over all maintenance and operation manuals, all certificates and all other documentation as per the terms of the contract to the Client/HLL.
13. The Bid is intended for the Supply, Installation, Testing & Commissioning of Fire Fighting System for HLL Balaramapuram building, Balaramapuram, Thiruvananthapuram, Kerala as per specification in Schedule A.
14. The Earnest Money Deposit (EMD) in the form of DD drawn in the favour of M/s. HLL Lifecare Limited payable at Trivandrum for a sum of Rs. 25,000/- should be sent as to receive at HLL on or before due date as per tender notice without which the bid will not be considered
15. The EMD shall be refunded to the non-responsive bidders.
16. SSI/MSE units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their Udyog Adhar registration certificate along with the tender documents. But the Party has to provide Security deposit if Tender is awarded to them.
17. In the event of any change in the date mentioned in the tender notice, email communication will be sent to all bidders. Please ensure the correctness of e-mail id given to HLL.
18. Bidders will not be able to participate in the tender after the closing time mentioned for the bid.
19. The Bidder is expected to examine all specifications, instructions, forms, terms and conditions given in the Bidding document. Failure to furnish all the informations required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.
20. Any clarification required will have to be obtained one week prior to the Date of closing of the Bid.
21. A certificate /Declaration as given in Schedule H stating that ALL TERMS AND CONDITIONS of this tender is acceptable failing which the tender is likely to be summarily rejected.



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22. Power of attorney or a true copy thereof, duly attested by a Gazetted officer. In case an authorized representative has signed the tender, the original should be produced, if requested.
23. Income tax clearance certificate and sales tax clearance certificate in original or true copies, duly attested by a gazette officer. The original should be produced if requested. Organization chart giving details of field management at site that the tenderer proposes to have for this job.
24. After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the Tenderers and other persons not officially concerned with such process.
25. Owner reserves the right to accept any tender, and to reject any or all tenders. Owner will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender Documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the Contract effectively.
26. Prior to the expiry of the period of validity of the tender Owner will notify the successful tenderer in writing by registered letter that his tender has been accepted. This letter (herein after referred as letter of acceptance/LOI) shall name the sum, which Owner will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the contractor as specified by the contract (herein after called the contract price).
27. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are liable to be rejected.
28. In case of schedule of rate contract the, Bidders should quote their rates both in figures and in words. The schedule of quantities must be fully priced with the rates quoted for the unit rate specification and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Figures in words shall be deemed to be final figures in case of cuttings or overwriting. For percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever.





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29. If the tender is made by an individual, he shall sign it with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The Bid should be submitted in a sealed cover.

30. The validity of the Bid shall be one year (Aug 2019 - Aug 2020).

31. The quantity mentioned herein is approximate annual requirement with staggered delivery and in case less or more quantity is required the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

#### **OTHER CONDITIONS OF CONTRACT:**

The items should be of the approved make as mentioned in the tender. No deviations are accepted. These details to be submitted within 07 working days after receiving the Purchase order.

There are chances for many changes at the site by the architect, interiors or by civil people. The Owner is not responsible for any such changes. So the site should be closely monitored by the contractor, and if there is any requirement for changing the drawings or the bill of quantities, it should be brought to the owner's attention. **The revised drawings should be got attested/approved by the Owner** before making any changes at site.

For completing the project within the time frame, scheduling the work is very important. The contractor should plan on the manpower and man hours required for the successful completion of the project. Considering the above details and based on the availability of raw materials, supply of bill of quantities as per the **work schedule in a bar chart format has to be prepared and submitted** at the Owner's office within 7 working days after receiving the purchase order.



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**SCHEDULE D**

## **SPECIFIC CONDITIONS OF CONTRACT**

### **1. All pages to be signed and sealed**

All signatures in the tender document shall be dated as well as all the pages of all sections of tender documents shall be signed at the lower right hand corner with seal or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney, authorizing him to sign on behalf of the tenderer before submission of tender.

### **2. Rates to be in figures and words**

The tenderer should quote in English in figures as well as in words, the rates and amount tendered by him in the schedule of quantities as per proforma submitted by the contractor for each item and it should be done in such a way that interpolation is not possible. The amount for each item should be worked out and entered and the requisite total of all items should be given in both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer with seal.

### **3. Corrections and Erasures**

All corrections and alterations in the entries of tender paper should be signed in full by the tenderer with date and seal. No erasures or overwriting are permissible.

### **4. Witness and Sureties**

Witness and sureties shall be persons of status and propriety and their names, occupation and address in full shall be stated below their signature.

### **5. Transfer of tender documents**

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

### **6. Addenda/Corrigenda**

Addenda/Corrigenda to the tender documents may be issued prior to the opening of the COMMERCIAL CUM TECHNICAL tender to clarify documents or to reflect modification in the design or contract terms. All addenda/corrigenda issued by the owner shall become part of the tender documents. No conditions that will have price implications shall be included in the price details.

### **7. Filling of Tender**

It is very important that the tender should be submitted complete in every respect, including filling up of all the questionnaires attached to the tender papers. Incomplete tenders are liable to be rejected.

### **8. Tender documents and specification drawings**

The tenderer shall return the original and duplicate of the tender documents and specification drawings along with the tender.

### **9. SECURITY DEPOSIT**

#### **9.1 SECURITY DEPOSIT**

- a. The contractor shall submit an irrevocable SECURITY DEPOSIT of 5% (five percent) of the total ordered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice



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to any other provisions in the contract) within 15 days of issue of Work Order. This period can be further extended by Owner up to a maximum period of 07 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of Owner. The Bank guarantee from a nationalized bank prescribed by the Owner or in the form of DD, drawn in favor of **HLL Lifecare Limited, payable at Thiruvananthapuram.**

- b. A letter of acceptance shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Security Deposit in any of the prescribed form is received. In case of failure by the contractor to furnish Security Deposit within the specified period, Owner shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- c. The Security Deposit shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged the contractor shall get the validity Performance of Security Deposit extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the Security Deposit shall be returned to the contractor, without any interest.
- d. The Owner shall not make a claim under the Security Deposit except for amounts to which Owner entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of
  - Failure by the contractor to extend the validity of the performance guarantee as described herein above in which event the Owner may claim the full amount of the Security Deposit.
  - Failure by the contractor to pay the Owner any amount due either as agreed by the contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of notice to this effect by Owner.
  - In the event of the contractor being determined or rescinded under provision of any of the clause/ condition of the agreement the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Owner.

## **9.2 PERFORMANCE GUARANTEE DURING WARRANTY PERIOD**

10% of contract value in the form of bank guarantee during the warranty period as defects liability. The contractor shall guarantee all that equipments are free from any defect due to the defective materials and poor workmanship, that the equipment's operates satisfactorily and that the performance and efficiencies of the equipment's are not less than the guaranteed values. The Contractor shall also guarantee to provide the services necessary for replacement of defective equipment etc. The services of the contractor's personnel if requisitioned during this period for such work shall be made available free of any cost to the owner. The guarantee shall be valid for a period of 12 months from the date of commissioning of the respective machines and any part found defective shall be replaced free of all costs by the contractor. If the defects are not remedied within a reasonable time,



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the owner may proceed to do so at the contractor's risk and expense without prejudice to any other rights

#### **10. LABOUR WELFARE FUND**

The successful Bidder shall deposit a premium of 1% of the contract value to the Kerala Construction Workers Welfare Fund (KCWWF).

11. Income-tax and all statutory levies at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

12. All statutory payments in connection with the employment of the Workmen for this work will be borne by the Bidder/Contractor. The Bidder/Contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to Labour Welfare Funds constituted by the Union Government and Government of Kerala from time to time.

13. Sales Tax on work (work contract tax) shall be deducted at 12.2 % of the gross payment, at present, for contractors having K.G.S.T registration. For those contractors without K.G.S.T registration the deduction for work contract tax shall be as per K.G.S.T registration rules. The deduction towards work contract tax shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

#### **14. PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then "owner" has the liberty to forfeit the said Earnest Money Deposit.

#### **15. INSPECTION OF SITE**

Every Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Owner's (Safety Department, HLL ) at the above-mentioned address.

#### **16. QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that "OWNER" do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions, or additions at the discretion of "OWNER" without affecting the terms of the contract.

#### **17. ALL INCLUSIVE RATES**

The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales Tax, Excise and Octroi etc whichever is applicable and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. In addition to the statutory deductions towards Income Tax, work contract tax shall be deducted on the state government at the current rates. However the rate of deduction towards work contract tax



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shall be changed if the government revises the rates. And also deductions shall be made towards any other tax imposed by the government. It should be clearly understood that any claims for extra. Sales Tax, Excise duty, Construction tax or any additional tax etc. shall not be entertained in any case what so ever once the tenders are opened.

#### 18. INTERPRETING SPECIFICATIONS

In interpreting the specifications, the following order of decreasing importance shall be followed:

- Schedule of Quantities
- Unit Rate Specifications & Technical Specifications.
- Drawings
- General specifications

Matters not covered by the specifications given in the contract shall be as per the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the Owner shall be final.

- No alterations shall be made by the Bidder in the Notice Inviting Tenders, Instructions to the Contractors, Contract form, Conditions of Contract, Drawings and Specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.
  - The acceptance of a tender shall rest with the Authorized Representative of "OWNER", who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.
  - The authorized representative of "OWNER" reserves the right of accepting the whole or any part of the tenders received and the Tenderer shall be bound to perform the same at the rate quoted.
  - The work shall be carried out under the direction and supervision of OWNER or their representative at site. On acceptance of the tender, the Bidder/ contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
  - Owner's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by owner shall be immediately removed by the Bidder/contractor.
- #### 24. SUB-LETTING
- No part of the contract shall be sublet/subcontracted without the written permission of the Owner nor shall transfers be made by 'Power of Attorney' authorizing others to carryout the work or receive payment on behalf of the Tenderer.
- #### 25. DEFECTS LIABILITY PERIOD
- Any defect developed within 'Defect Liability Period' of 12 months will have to be rectified by the contractor at his own cost. In case the defects are not rectified by the contractor, "OWNER" or their representative shall get the work done at the risk and cost of the Bidder/contractor.

#### Guarantee and defects liability period

The contractor shall guarantee that all equipments are free from any defect due to the defective materials and poor workmanship, that the equipments operate satisfactorily and



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that the performance and efficiencies of the equipments are not less than the guaranteed values. The guarantee shall be valid for a period of 12 months after successful first seasonal testing and taking over and any part found defective shall be replaced free of all costs by the contractor. The services of the contractor's personnel if requisitioned during this period for such work shall be made available free of any cost to the owner.

If the defects are not remedied within a reasonable time, the owner may proceed to do so at the contractor's risk and expense without prejudice to any other rights. The guarantee shall be extended to all the components, consumables, V-belts etc including machinery. If the defects are beyond repair, as judged by the Owner, the same shall be replaced with new machineries at no additional cost to the owner.

#### **26. DELAYS IN COMMENCEMENT**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

#### **27. RISK PURCHASE CLAUSE**

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies and / or execution of work or non-fulfilment of any other terms and conditions given in Tender, Owner may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material and / or avail required services from elsewhere / alternative source at the risk and cost of the supplier / Contractor. If bidder does not agree to the above Risk Purchase Clause, Owner reserves the right to reject the offer.

**# In-case inputs from Owner are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.**

#### **28. FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Owner as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.



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### **29. OCCUPATION IN PART**

If OWNER wants to occupy areas in part, the Bidder/contractor shall complete the work of these areas in conjunction with OWNER and hand over the same to OWNER without affecting any of the clauses of contract agreement.

**30.** The Bidder/contractor should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant I.S. specifications.

**31.** The Bidder/contractor must co-operate and co-ordinate with other contractors involved in other works on the site. The Bidder/contractor should also note that they shall have to clear the site of vegetation, debris etc. before the commencement of the work and that no extra payment is permissible on this account.

### **32. PERIOD OF CONTRACT**

Time is deemed to be the essence of this contract. The total time of completion can be considered as 3 Months from the date of commencement of work. 7 days will be added to the date of dispatch of work order for calculating the date of receipt. From the date of receipt of work order, 7 days will be given to start the work. Owner will not be responsible, if the commencement of work is delayed by the Bidder/Tenderer.

Commencement of the work shall be considered from the 7th day on receipt of work order. The contractor shall draw a detailed schedule of programme in the form of BAR CHART on the whole work, within one week of award of work and submit to the Owner Safety Department, HLL for approval.

### **33. LIQUIDITY DAMAGES/PENALTY**

OWNER shall levy a penalty for every week of delay at the rate of 1% of the total contract to a maximum of 5% of the total contract value after which the contract stands/is liable to be cancelled. This will apply phase wise, according to the contract value of each phase.

The work shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default of the contractor to adhere to the agreed time schedule, (Decision of the HLL shall be final and binding) HLL shall be entitled to recover the liquidated damages from the contractor at the rate of 0.5% (zero decimal point five percent) of the total amount of fee payable per week of delay of any activity subject to a maximum of 7.5% (seven point five percent) of the total fee payable.

### **34. CONTRACTOR'S STORE AND SITE OFFICE**

Suitable area near the site of work shall be allowed to the contractor free of cost for storing his tools and plants, materials and for his site office and cement go-down. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft, fire etc. The contractor shall vacate the said premises and hand over the same on the date of handing over of site to the owner. The contractor however will have to dismantle the sheds and vacate the land of all debris etc. at his own expense after completion of work.

### **35. MEASUREMENTS AND BILLING**

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest IS code of practice for measurement.



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The Bidder/contractor or his representative shall accompany owner or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of the Owner. If the Bidder/contractor fails to accompany owner for measurements, then he shall be bound by the measurements taken by owner.

The Bidder/Contractor shall raise a minimum payment of 10 % of contract amount.

Payment towards all interim bills will be made by owner with in a time limit of 30 days of presentation by the contractor.

Period of final measurement shall be One month from the time of completion of the project.

### **36. INTERIM & FINAL CERTIFICATES**

The contractor may at the appropriate times and in the manner indicated below apply for interim and final certificates for plant delivered or any work executed on the site.

Application for interim certificates may be made to the owner from time to time during the progress of works, when a minimum amount of 5% of contract value becomes due to be paid to the Bidder/contractor. Each such application shall state the amount claimed. Each such application shall be in detail, set forth in the order of, the priced bill of quantities, the particulars of the works executed on the site and the machinery/material delivered to the site pursuant to the contract up to a date named in the application and since the period covered by the last preceding certificate if any. No interim certificate shall be relied on as conclusive evidence of any matter stated therein, nor affect or prejudice any right of the owner. Every interim certificate shall certify the total value of the work duly executed on the site for use in the works pursuant to the contract up to the date named in the application for the certificate, less the said total value so certified in the last previous certificate if any provided. The value of any plant delivered and work done, which according to the decision of the owner/his assignee, does not comply with the contract, shall not be included in any such certificate.

Application for the final certificate may be made to the owner/his assignee at any time after the contractor has ceased to be under any obligation under condition "maintenance and training of personnel". A final certificate shall certify that the total value of all work done and plant supplied according to the contract subject to such additions thereto or deductions therefrom as may be authorized. A final certificate shall save in the case of fraud or dishonesty relating to or affecting any matters dealt with in the certificate and save as regards defects and insufficiencies in the works that a reasonable examination would have disclosed be conclusive evidence as to the sufficiency of the works and the value they're of. The owner may in any certificate give effect to any correction or modification that should properly be made in respect of any previous certificate.

The unit rate for items like ducting, piping, insulation, etc., shall be furnished by the Bidder/contractor. The plus or minus quantities will be adjusted in the final measurement and the payment will be made as per unit rates indicated in the offer. It is incumbent on the Bidder/contractor to ensure that security and retention are sufficient to cover all possible liabilities pertaining to losses, if any arising out of poor workmanship and the amount that may be required towards the risk and cost, if any of the contractor, in case alternative arrangements are made and any other dues of a miscellaneous nature.





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### 37. MODE OF MEASUREMENT

- i) The payments to be made to the contractor for various items of works shall be as per the finalized rates in the tender and the rates of extra items finalized from time to time.
- ii) The rates finalized in the tender shall remain firm till the completion of the work including extension of time, if any.
- iii) After the completion of work, the Bidder/Contractor will have to submit the clearance certificate for all statutory payments like No Objection Certificate, royalties, Octroi etc.

### 38. EXTRA ITEMS

Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work. Rates for authorized extra items, additional, altered or substituted work as may be ordered shall be determined by OWNER as follows:

- a. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
- b. In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components.
- c. In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the Contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer of HLL/owner the rate which he proposes to claim for the item. This shall be supported by analysis of the rate claimed and the Owner shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the Bidder/Contractor.

### 39. WATER AND ELECTRICITY:

The owner may make arrangement for water and electricity required for the works at one point on chargeable basis and the Bidder/contractor to provide a meter and further distributions. OWNER takes no responsibility for the supply of either electricity or water continuously.

### 40. INSURANCE:

The successful Bidder/contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of OWNER and the Bidder/contractor, and the original policy shall be deposited with OWNER.

The Bidder/contractor shall be responsible for all injury to person, animals or things, and for all damages to structural and decorative works and property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent,



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footpaths, bridges or ways as well as all damage caused by frost, rain, winter other inclemency of weather. The Bidder/contractor shall indemnify the employer and hold the employer free from liability in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of legislature or otherwise and also in respect of award of compensation or damages consequent upon such claim. The Bidder/contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The Bidder/contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof. He shall, at his own expense, arrange to effect and maintain until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the employer and the Bidder/contractor against such risks and deposit such policy or policies with the engineer from time to time during the current interval/tenure of this contract. The Bidder/contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute in force during the currency of this contract at common law, in respect of an employee of the Bidder/contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the employer and the Bidder/contractor against such risks and deposit such policy or policies with the engineer from time to time during the current interval/tenure of the contract. The Bidder/contractor shall be responsible for any liability, which may be excluded from the insurance policies above referred to, and also for all other damages to any person, animal or property arising out of an incident due to the negligence or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and damages arising there from. The employer shall with the concurrence of the engineer be entitled to deduct the damage compensation costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due to the Bidder/contractor, without prejudice to the employer's other rights in respect thereof.

### **Fire insurance**

The Bidder/contractor shall, within 14 days from the date of commencement of the works insure the works at his cost and keep them insured until virtual completion of the works against loss or damage by fire with an office to be approved by the engineer in the joint names of the employer and the Bidder/contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the engineer. The premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the engineer only and the Owner's and surveyor's fee for assessing the claim and in connection with his services generally in the reinstatement shall not cover any property of the contractor.



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The Bidder/contractor shall deposit the policy and receipts from the commencement of the works, unless otherwise instructed by the engineer. In default of the contractor insuring as provided above, the employer or the engineer on his behalf may so insure the works and may deduct the premiums from any amount due or which may become due to the contractor without prejudice to the other rights of the employer in respect to such default. In case it becomes necessary to suspend the work's the contractor shall, as soon as the claim under the policy is settled, or the work rein-stated by the insurance office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the engineer deems fit. The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the works up to and including a date not more than 7 days prior to the date of the said certificate less the amount to be retained by the employer (as hereinafter provided) and less any installments previously paid under this clause provided that such certificate shall not only include the value of the said materials and goods and from time to time and they are reasonably proper and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

#### **41. SAFETY CODE**

1. Every day a Permit to work to be obtained prior to start of work
2. A portable single ladder more than 8 mt. in length will not be allowed for the execution of the work. The width between the side rails shall not be less than 30 cms. (Clear) and the distance between two adjacent rungs shall not be more than 30 cms. It is compulsory that an extra mazdoor should be engaged for holding the ladder whenever the ladder is used.
3. It is compulsory that the contractor should maintain in a readily accessible place the First aid appliance, including supply of sterilized dressings and cotton wool.
4. It is the contractor's responsibility to take the injured person immediately to a public hospital without loss of time.
5. It is compulsory that the excavated material shall not be placed within 1.5 mts. of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with adequate fencing and lighting arrangement by the contractor.
6. Scaffolding should be provided for workmen for all works that cannot be safely done from the ground.
7. It is compulsory that the floor, roof or other parts of the structures, should not be overloaded with debris or materials, which will invite danger to the workmen.
8. Welders engaged in welding shall be provided with welders' protective eye-shields and gloves.
9. It is compulsory that painters should be provided with facemask for painting whenever spray painting has to be done.



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10. The workers employed for mixing and handling materials, such as asphalt, cement mortar, concrete or lime mortar, shall be provided with protective footwear and rubber hand gloves.
11. In hoisting machines and tackles including their attachments, anchorage and supports for erection of equipment shall be in perfect condition.
12. The ropes used for hoisting materials shall be durable quality and strength.
13. Safeguards for Environmental Protection shall be the responsibility of the contractor during the continuance of the contract. He shall be duty bound to look after the affairs of the site, finished or semi finished works, his worksite, office, store, etc. in a neat and tidy manner. He shall provide strong fire protection measures for the same. He shall prohibit the entry of outsiders and trespassers into the area of operation. Guns, pistols, etc. shall be totally prohibited in the area. Inflammable materials shall not be allowed to be put to use except if strictly needed for the purpose of the work only. To ensure effective enforcement of the rules and regulations relating to environmental safeguards, the arrangements made by the engineer or any other officer entrusted by competent authority in this regard. The cost, if any for enforcing the environmental safeguards must be borne by the contractor and will not be reimbursed.

#### 42. SAFETY STANDARDS

The following safety standard shall be practiced while designing and installing the Firefighting system at HLL Facility.

- |           |  |
|-----------|--|
| I.S. 618  | -Code of practice for safety and health requirements in electrical and gas welding and cutting operations. |
| I.S. 3016 | -Code of practice for fire precautions in welding and cutting operations                                   |
| I.S. 3210 | -Code of safety procedures and practices in electrical works   |
| I.S. 3969 | - Safety for scaffolds and ladders.  |

#### 43. INTEGRITY PACT CLAUSE

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

#### 44. ASSIGNMENT AND SUB-CONTRACTING

##### 44.1 ASSIGNMENT:

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the Owner.

##### 44.2 SUB-CONTRACTING:

The Contractor shall not sub-contract the whole of the contract. The Contractor shall not sub-contract any part of the works without the written consent of the Owner and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults and neglects of the



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sub-Contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants, or workmen.

#### 45. DRAWINGS

- Before proceeding with the work, the contractor shall submit for approval the general layout and assembly drawings and such additional assembly and sub assembly detail drawings as are necessary to demonstrate fully that all parts of the apparatus to be furnished will confirm to the specifications. Within 15 days of the acceptance of the tender the contractor shall furnish six prints of layout, assembly and erection drawings for approval. If any modification is proposed by the owner/his assignee, six further prints of the modified drawings shall be submitted.
- No modification shall be made in a drawing after it has been approved by the owner/his assignee without prior consent. All drawings necessary for assembly erection, maintenance, repair and operation of the equipment shall be furnished. Different parts shall be suitably numbered for identification and ordering of spare parts. Approval of the owner of the drawings will not relieve the contractor of any part of his obligations to meet all the requirements of the correctness of his drawings. The contractor shall be responsible for and will pay for all alterations of the works due to discrepancies or omission in the tender and other particulars supplied by him whether such drawings have been approved by the owner /his assignee or not. After approval of the drawings the contractor shall furnish a set of tracing of the contractor drawings. Six copies of the approved drawings and manuals shall be submitted for use by the owner /his assignee before and during erection. Subsequently operation and maintenance of the plant shall also be furnished after approval of the contractor drawings. The contractor shall furnish and install in the machine room a neatly typed set of operating instructions securely framed and glazed. The contractor shall also supply one set of tools required for routing and special maintenance work, free of cost. The contractor shall submit 2 sets of representations as "as is built drawings" and also in hard drives for owners record.
- Obtaining approval of HLL in respect of items mentioned in above and modifying them, if considered necessary by HLL.
- If required, obtaining the approval of local and other authorities as per Latest NBC/IS/CEA Regulations and making any changes required by them.
- Preparation of complete working details, schedules, specifications and bill of quantities including those of various services in the manner prescribed by employer, to describe the part/whole project adequately and supplying details of calculations of such bill of quantities to enable HLL to check them before preparation of tender documents by HLL. Supplying free of charge three sets of approved bill of quantities along with the drawings.
- All the estimates, bill of quantities, detailed designs with calculations, and any other details envisaged under this tender shall be supplied in triplicate. All drawings and details of services/utilities (internal and external) shall be supplied by the Contractor as per requirements of local bodies and other authorities. HLL shall be supplied with six sets of such drawings along with one reproducible copy in A-1 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge.



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- The contractor shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates. Four sets of drawings and other details of completion plans shall be supplied to HLL.
- All these drawings shall become the property of HLL and they shall have the right to use the same anywhere else. Such drawings and designs shall not be issued to any other person firm or authority or used by the Contractor for any other project. No copies of any drawings or documents shall be issued to anyone except HLL and/or it's authorized representatives.

### 45.1 ISSUE OF DRAWINGS:

Drawings approved for construction will be issued to the Contractor progressively during the contract period and the Contractor shall arrange for the execution of the works and the procurement of materials accordingly. The Contractor shall give adequate notice in writing to the Owner or his representative of any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.

### 45.2 COPIES OF DRAWINGS TO BE KEPT AT SITE:

One copy of the drawings furnished to the Contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Owner or his representative and by any other person authorized by the Owner in writing.

### 45.3 ISSUE OF FURTHER DRAWINGS AND INSTRUCTIONS:

The Owner shall have full power and authority to supply to the Contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

### 45.4 OWNERSHIP OF DRAWINGS:

All drawings supplied to the Contractor are deemed to be the property of the OWNER. The Contractor agrees not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

### 45.5 EXECUTION AS PER DRAWINGS:

The Contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by OWNER.

The Contractor shall be responsible for the effective execution of the facility to meet all critical parameters of the Facility.

### 45.6 PLANS AND DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR:

The Contractor shall submit the following information in triplicate to the Owner/Architect for approval and hand over to the OWNER within the time stipulated each item below:

- a) A general tentative layout plan of construction plant and equipments for the execution of work within 7 days from the date of receipt of work order.
- b) Drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 7 days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his



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obligation under the contract. Within 15 days the Owner will give their approval/comments sufficient to proceed with the work or objections/instructions to the Contractor based on which the drawings shall be revised and submitted again for approval by the Contractor.

All these plans and drawings submitted by the Contractor and approved by the OWNER shall become part of the contract.

### 45.7 ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the Contractor shall indemnify OWNER from and against all claims, proceedings, damages, costs and expenses which may be brought or made against OWNER or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

### 46 GENERAL OBLIGATIONS

#### 46.1 INSPECTION OF SITE etc. BEFORE SUBMISSION OF TENDER:

The services to be provided by the Contractor shall inter alia include the following:-

- Visiting the site, discussing details with HLL representatives, to carry out site plan and site particulars required for "Supply, Installation, Testing & Commissioning of Fire Fighting System for HLL Balaramapuram building, Balaramapuram, Thiruvananthapuram, Kerala".
- Verifying preliminary drawings and designs, i.e. preliminary sketches, plans, elevations, sections and perspective adequate to explain the general nature of the work with basic dimensions in consultation with HLL representatives.
- Preliminary planning of all internal and external services like location of existing HT & LT power distribution system, electrical wiring & cabling, fire detection and other conduits for services, etc. complete.

The Contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.

The contractor shall be ready to work extended hours (24 hour non-stop basis continuously for 2 days) with necessary tools and materials and shall deploy adequate number of skilled technicians and experienced Engineers at site till completion of installation, testing and commissioning.

All materials and workmanship shall be subject to inspection, examination and testing by the engineer at any and all times during the erection or constructions are carried out. The cost of all such tests shall be borne by the contractor. The engineer shall have the right to reject defective materials and workmanship or require its correction. Rejected workmanship or materials shall be satisfactorily replaced with proper material without



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charge thereof and the contractor shall promptly segregate and remove the rejected materials from the premises at his own cost. If the contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the owners may contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the contractor and/or terminate the right of the contractor. (See clause "Negligence").

The contractor shall arrange to perform at his cost all tests as required by specifications, codes, etc., so as to ascertain the quality of materials supplied and products manufactured. Such tests shall be arranged to be conducted in the presence of the engineer or his representative. It shall be the obligation of the contractor to prove the quality of his work as conforming to specifications, codes, etc. In the event of failure of the contractor to conduct these tests as required by the engineer, the latter shall have every right to get these tests done and recover the charges thereof from the contractor. Should it be considered necessary or advisable by the owners at any time before the final acceptance of the entire work to make an examination of the work completed by removing or tearing out the same, the contractor shall, on request, promptly furnish all necessary facilities, materials and labour. If the work or materials are found to be defective or not conforming to the specifications, contractors shall defray all expenses of such examination and satisfactory reconstruction.

If the contractor fails to comply with any of the conditions of contract or instructions or decisions of the engineer issued there under, except where otherwise specifically provided in this contract, the engineer may, after giving written notice to the contractor, take other necessary steps for the compliance of the said conditions, instructions or decisions, and any expenditure incurred for the purpose shall be recovered from the contractor.

**46.2 SUFFICIENCY OF TENDER:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, with tender rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

**46.3 CLARIFICATION BEFORE SUBMITTING TENDERS:**

Should the Contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of OWNER and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which OWNER shall have the right to ask the Contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

- 46.4** (a) It is specifically understood that the moment the tender is submitted the contractor shall be deemed to have complied with the conditions in clause 4.1 and 4.3 and has also satisfied himself about the requirement therein.





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**46.5 RATES QUOTED FOR FINISHED WORK:**

The rates quoted in the tender by the Contractor must be for the finished work as per the drawings and specifications.

**46.6 LOCATION OF WORK:**

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

**46.7 TENDERS OPEN FOR:**

The tender shall remain open for acceptance for a period of 90 days from the date of submission of the tender.

**46.8 COMMENCEMENT OF WORK:**

The Contractor shall commence the work at site, within 7 days of issue of formal work order and handing over of the site or being advised by OWNER unless otherwise specified, and shall proceed with the same with due expedition.

**46.9 PROGRAMME OF WORK:**

Soon after the award of contract, the Contractor shall submit to the OWNER for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the OWNER or Owner's representative, furnish further detailed programme and particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works, which the Contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the OWNER or his representative of such programmes or particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

**46.10 CONTRACTOR'S EMPLOYEES:**

The Contractor shall provide and employ at site in connection with the execution and maintenance works.

- a) Only such technical assistants as are skilled and experienced in their respective fields and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Such Skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works.

**46.10 REMOVAL OF WORKMEN:**

OWNER shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Owner misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Owner to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by OWNER.

**46.11 COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by OWNER, and the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.



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### 46.12 OCCUPATION AND USE OF LAND:

No land, building belonging to or in the possession of OWNER shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

### 46.13 CONSTRUCTION OF SITE-SHED:

Any site-shed, proposed to be temporarily constructed by the Contractor for his office work, storage of materials etc, shall conform to the standard sketch, or to the plan approved by the Owner. Permission for the construction of such sheds shall be obtained in writing.

### 46.14 MATERIALS, TOOLS AND PLANT:

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the Contractor. Materials so supplied shall have the approval of the OWNER before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

### 46.15 TOLLAGES ETC:

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any for getting stone, gravel, sand, clay and all other materials required for the works.

### 46.16 SETTING OUT:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to do so by the Owner or Owner's representative, shall at his own cost rectify such error to the satisfaction of the Owner or his representative. The checking of any setting out or of any line or level by the Owner or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall provide all necessary instruments, appliances and labour required by the Owner or his representative for checking, if any, of the setting out. The Contractor shall carefully protect and observe all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and their dismantling, when no longer required.

### 46.17 DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall indemnify and keep indemnified OWNER against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.



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**46.18 CO-OPERATION WITH OTHER AGENCIES:**

The Contractor shall co-operate with the work of other agencies or Contractors that may be employed or engaged by OWNER and as far as it relates to the Contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

**46.19 BARRICADING AROUND EXCAVATED TRENCHES ETC:**

The Contractor shall at his own cost provide around excavation, temporary barricading with bellies and bamboos with warning signals during day and night and shall maintain it so long as the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

**46.20 PROTECTION OF UNDERGROUND SERVICES:**

The Contractor must take precautionary measures to protect the underground and other services lines viz. cables, water and sewer lines, etc. and observe any specific instructions which may be given in this regard by the Owner.

**46.21 DEWATERING TRENCHES AND PITS:**

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may slip in the trenches and pits and de-watering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The Contractor shall in no case be entitled to claim any extra amount for the above work. The Contractor shall remain prepared with necessary pumps and equipment for de-watering the trenches or pits so as to avoid unnecessary delay and possible damage to the property etc.

**46.22 WORK IN OR AROUND OPERATING PLANT OR OFFICES ETC:**

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and OWNER. Similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the office work. For this the work may be required to be done during off-hours and Sundays. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

**46.23** The Contractor shall work in one or more shifts as also on Sundays and off days to complete the work on time, if so required by the Owner for which the OWNER shall not be liable to pay any extra. If instructed by the Owner, the Contractor shall carry out the work in the night also.

**46.24 SITE ORDER BOOK:**

A site order book must be maintained and always be available at site to record the instructions by the owner and its representative. The Contractor must see that the instructions noted therein are properly carried out.



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**46.25 DELAYS IN OBTAINING MATERIALS SUPPLIED BY THE OWNER:**

If OWNER has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the Contractor shall keep himself in touch with day-to-day position regarding the supply of materials from OWNER and so adjust the progress of the works that labour may not remain idle nor there by any other claim due to or arising from delay in obtaining the materials.

**46.26 RECORD OF MATERIALS SUPPLIED BY THE OWNER:**

The Contractor shall maintain an account of different materials obtained from OWNER for executing the works under the contract. The Owner shall have the right to check the position of materials at all times.

**46.27 SAFE STORAGE OF MATERIALS:**

The Contractor shall be responsible for the safe storage of materials supplied by OWNER for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the Contractor shall be charged as specified in the special conditions.

**46.27 TRANSPORT OF MATERIALS:**

Unless otherwise specified, all the materials supplied by "OWNER" shall be transported by the Contractor from "Owner's" store/ yard, to the site of work at no extra cost.

**46.28 SITE TO BE KEPT CLEAN:**

The surplus spoil and dismantled debris shall be removed to a place by the contractor as directed by the Owner and stacked, leveled and dressed as directed.

**46.29 CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS:**

The schedule of rates shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the unit rate specification shall always have precedence over the specifications.

**47 LABOUR**

**47.1 LABOUR RULES:**

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters liabilities of Owner's to employees. The rule and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.



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**47.2 REPORTING ACCIDENT OF LABOUR:**

The Contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the Owner or its representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**47.3 PROVISION OF WORKMEN'S COMPENSATION ACT:**

The Contractor shall at all times indemnify and keep indemnified owner against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all cost and expenses or penalties incurred by owner in connection therewith. In any case in which, by virtue of the provision of the said Act, owner is obliged to pay compensation to a workman employed by the Contractor in executing the works, owner shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of owner under the said Act. owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by owner to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to owner, in law. owner shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to owner full security for all cost for which owner might become liable in consequence of contesting such claim.

**47.4 ACCIDENT OR INJURY TO WORKMEN:**

Owner shall not be liable for, in respect, of any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-Contractors, and the Contractor shall indemnify and keep indemnified owner against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**47.5 PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

**47.6 AGE LIMIT OF LABOUR:**

The age limit for employment of labour shall be in strict accordance with the existing labour legislation.

**47.7 RETURN OF LABOUR EMPLOYED:**

The Contractor, if required by the Owner, shall submit return in detail in such form and at such interval as the Owner may prescribe showing number of different classes



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of labour employed on the works from time to time by the Contractor.

**47.8 OBSERVANCE BY SUB-CONTRACTOR:**

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-Contractors employed by him in the execution of the contract.

**48. MATERIAL TESTS AND WORKMANSHIP**

**48.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS:**

48.2 All materials and workmanship shall be of the respective kinds described in the contract and in accordance with owner or their representative's instructions and shall be subjected, from time to time, to such tests as the Owner or his representative may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by OWNER.

48.3 The bidder's responsibility shall not in any way be reduced or discharged because HLL or HLL's representative(s) or Inspector(s) shall have examined or commented on the bidder's drawings or specifications or shall have witnessed the tests or shall have stamped or approved or certified any Material(s).

48.4 The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

48.5 All major equipment such as Fire pump, electrical panels, Sprinkler system, Fire hydrants, fire brigade shall be got inspected by the engineer in charge at works by the contractor. All routine tests shall be carried out and the test reports shall be submitted for approval before dispatch. The engineer in charge is free to witness any or all tests. In any case the OEM test certificates shall be submitted to the engineer in charge for verification of the same before the payments for the same can be processed. The contractor shall inform the engineer in charge well in time about the date of readiness of the equipment for inspection and testing. The inspection process shall be as under:

48.6 Final Inspection: After completion of entire installation as per specifications in all respects, the contractor shall conduct Hydro Testing of fire fighting pipeline with 48 hours holding time at a pressure of 10.5 kg/cm<sup>2</sup> and Commissioning of Fire fighting pipeline at a pressure of 7 kg/cm<sup>2</sup>. The test readings shall be recorded in a mutually acceptable format. All tests shall be carried out by the contractor at his own expenses.



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However necessary utilities such as power and water shall be provided by the owner free of cost.

**48.7 COST OF SAMPLES:**

All samples shall be supplied by the Contractor at his own cost.

**48.8 COST OF TESTS:**

The cost of making any test as per specifications shall be borne by the Contractor, and the Contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

**48.9 INSPECTION OF OPERATION:**

OWNER or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in obtaining the right to such access.

**48.10 EXAMINATION OF WORK BEFORE COVERING UP :**

No work shall be covered up or put out of view without the approval of the OWNER or the Owner's representative and the Contractor shall afford full opportunity to the OWNER or the Owner's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to Owner's representative wherever any such work or foundations is or are ready or about to be ready for examination and Owner's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

**48.11 UNCOVERING AND MAKING OPENINGS:**

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Owner may, from time to time, direct and shall reinstate and make good such part or parts to the satisfaction of OWNER. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.6 hereof and found to be executed in accordance with the contract, the expenses of uncovering, making in or through, reinstating and making good the same shall be borne by OWNER, but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by OWNER and deducted by owner from any money due, which may become due to the Contractor, without prejudice to any other remedy that may be available to OWNER, by law.

**48.12 REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Owner shall during the progress of the works have power to order in writing from time to time:

- a) The removal from the site within such time as may be specified in the order of any materials, which in the opinion of the Owner or its representative are not in accordance with the contract.



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- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment thereof of a work which in respect of materials or workmanship is not in the opinion of the Owner or his representative in accordance with contract.

**48.13 SUSPENSION OF WORK:**

The Contractor shall, on the written order by OWNER suspend the progress of the works or any part thereof for such time or times and in such manner as the Owner may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Owner.

**49 TIME OF COMPLETION AND TAKING OVER:**

**49.1 ACCESS TO & USE OF THE SITE:**

Save in so far the contract may prescribe, the extent of portions of the site of which the OWNER is to give access and permission from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the OWNER shall give to the Contractor permission of access and use so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the Contractor as he will make in writing to the Owner and shall, from time to time as the work proceeds give the Contractor permission of access and use of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

**49.2 TIME OF COMPLETION:**

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the stipulated time of 3 Months from the date of work order or within such extended time as has been allowed under clause 7.3.

The successful bidder has to "Supply, Install, Test & Commission the Fire Fighting System for HLL Balaramapuram building, Balaramapuram, Thiruvananthapuram, Kerala." within 3 **Months** from the date of issue of work order/Letter of Indent . However, the items (1), (2) & (3) specified in the BOQ. The contractor shall be ready to work extended hours (24 hour non-stop basis continuously for 2 days) with necessary tools and materials and shall deploy adequate number of skilled technicians and experienced Engineers at site till completion of installation, testing and commissioning.

The work shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the contractor to adhere to the agreed time schedule, (Decision of the HLL shall be final and binding) HLL shall be entitled recover the liquidated damages from the contractor at the rate of 0.5% (zero decimal point five percent) of the total amount of fee payable per week of delay of any activity subject to a





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maximum of 7.5% (seven point five percent) of the total fee payable.

To adhere to the above mentioned time schedule the contractor shall be provided on demand necessary documents, information and certificates by HLL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor shall be considered for grant of extension of time. If the Contractor requires extension of time, they shall intimate in writing to HLL within 7 days of the occurrence of such hindrance/delay.

**49.3 EXTENSION OF TIME OF COMPLETION:**

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works the Owner shall determine the amount of such extension and with the approval of owner shall intimate the Contractor in writing provided that the owner is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen, submitted to the Owner full and detailed particulars of any request to the extension of time to which he may consider to be justified.

Any extension of time granted shall neither entitle the Contractor to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

**49.4 EXTENSION OF COMPLETION TIME DUE TO STRIKE, FIRE, ETC:**

If in the opinion of the Owner the progress of the work has at any time been delayed by strikes, fire, inclement weather, unavoidable casualties etc. beyond the control of the Contractor then the time of completion of the work may be extended for such reasonable time as the Owner may decide and this will be indicated in writing.

**49.5 WORK TREATED AS COMPLETE:**

The works done by contractor shall not be treated as complete until:

- On completion a statutory N.O.C from Dist. Fire & Rescue Department shall be furnished by the Contractor to the Owner
- All installation of Fire fighting systems shall be carried out in accordance with the provisions of National Building Code 2016 as amended to upto date
- Validating and testing the system is completed.
- The site is clear and clean from all waste / balance materials, site shed, etc. and the Owner is satisfied with the job done by the Contractor
- The Contractor has submitted the reconciliation statement regarding the stores received from owner, and all the surplus and salvaged materials are returned to the stores.
- All equipment, tools, plant taken from owner has been returned by the Contractor.



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- g. Any other material, taken on loan/transfer from other agency has been returned by the Contractor.
- h. All power and water supply connections taken for the execution of the works have been disconnected by the Contractor.
- i. Rectification of any damage done by the Contractor to the work executed has been satisfactorily done by the Contractor.
- j. Should the results of the acceptance tests show that plant, systems and/or equipment fail to perform to the efficiencies or other performance figures as given in this Specification, the Bidder shall adjust, modify and if necessary replace the equipment without further payment in order that the required performance is obtained.
- k. The works shall not be considered as completed until the Owner has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

#### 49.6 REJECTION OF INSTALLATION

Any item of system or component which fails to comply with the requirements of this Specification in any respect whatsoever at any stage of manufacture, test, and erection or on completion at site may be rejected by the in whole or in part as he considers necessary/appropriate. Adjustment and/or modification work as required by the Architect / Consultant/ Client/ Project Manager so as to comply with the Authority's requirements and the intent of the Specification shall be carried out by the Tenderer at his own expense and to the satisfaction of the Authority/Architect/Consultant. After works have been accepted, the Tenderer may be required to carry out assist in carrying out additional performance tests as reasonably required by the Architect/Client/ Consultant/ HLL.

#### 49.7 HANDING OVER OF DOCUMENTS

All testing and commissioning shall be done by the Tenderer to the entire satisfaction of the Client/ HLL. And all testing and commissioning documents shall be handed over to the Client/ HLL. The Tenderer shall also hand over all maintenance and operation manuals, all certificates and all other documentation as per the terms of the contract to the Client/ HLL.

#### 49.8 TAKING OVER:

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the Owner in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Owner and occupied or used by owner or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The



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works in whole or part shall not, however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provisions of clause 7.5. hereof are fully complied with.

**49.9 MAINTENANCE:**

For a period of 12 months commencing immediately after taking over of the work by OWNER, the Contractors liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub Contractors approved by OWNER (under clause 2.1 and 2.2) arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time OWNER may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights, which OWNER may have against the Contractor in respect of such defects. The Contractor shall bear the cost of such repairs/rectification carried out on his behalf at site. Immediately upon expiry of the maintenance period the Company shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

**50 TERMINATION OF CONTRACT:**

**50.1 TERMINATION OF CONTRACT:**

If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular item or items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carryout his obligation under the contract, then it shall be lawful for owner to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expenses. If the Contractor fails to comply with the above instructions immediately, then owner shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slow on any particular item or items of work, owner shall have the right to execute this item or items through another agency or agencies, including its own department. Further, the Owner will be entitled purchase such items / material and / or avail required services from elsewhere / alternative source at the risk and cost of the supplier /Contractor. The contract will be terminated if there is violation from the tender conditions pertaining to the work or anti- disciplinary activity from the part of the contractor or any of his employees , the decision on this will be final and depend on the discretion of HLL.



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**50.2 BACK CHARGING THE CONTRACTOR:**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be debited to Contractor's account and shall be recovered from any money due or movable or immovable assets of the bidder or that may become due to the Contractor without prejudice to any other remedy that may be available to OWNER in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original contractor will not have any claim on this.

**51 ALTERATIONS, ADDITIONS AND OMISSIONS:**

**51.1 VARIATION:**

The Owner shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract.
- b. Omit any portion of work.
- c. Change the character or quality or kind of any such work.
- d. Change the levels, lines, position and dimensions of any part of works and,
- e. Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

**51.2 ORDERS FOR VARIATIONS TO BE IN WRITING:**

No such variation shall be made by the Contractor without an order in writing of OWNER. Provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the authorized representative of the Owner at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Owner shall consider it desirable to give any such order verbally, the Contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Owner, which shall be deemed to be an order in writing within the meaning of this clause.

**51.3 EXTRA ITEMS:**

If the Contractor has been asked to execute any such item/work in course of construction for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by owner on the following lines, in the order of preference:



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- 1) The rate to be derived from any one of the quoted rates for similar items of work in the Tender.
  - 2) Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the Contractor shall submit to the Owner detailed analysis of the rate proposed by the Contractor supported by relevant vouchers for approval.
- 51.4 **REBATE/EXTRA OVER ORIGINAL ITEM:**  
If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:  
For items not covered in the schedule, rebate/extra shall be derived based on observation/ analysis (by HLL) of labour and materials involved in such items.
- 51.5 **ITEMS OF AD-HOC NATURE:**  
The Contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Owner and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 10% of the cost.
- 51.6 **CLAIMS :**  
The Contractor shall send to the Owner's representative an account, giving full and detailed particulars with proper analysis of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra items of work ordered by Owner, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Owner shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the Contractor has at the earliest practicable opportunity notified the owner in writing, that he intends to make a claim for such work.
- 52 MEASUREMENTS**
- 52.1 **QUANTITIES:**  
The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfillment of his obligations under the contract.
- 52.2 **WORKS TO BE MEASURED:**  
The Owner's shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist OWNER or their representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agents, then the measurement made by the Owner or approved by him, shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record and drawings, the Owner's representative shall prepare records and drawings month by month and the Contractor, as and when called upon to do so in writing, shall within fourteen days, attend to



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examine and agree such records and drawings with the Owner's representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Owner's representative for decision by the Owner, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

### 52.3 PROVISIONAL SUMS:

"Provisional sum" means a sum included in the contract and so designated in the bill of quantities for execution of works or the supply of goods, materials or services or for contingencies, which sum may be used, in whole, or in part, or not at all, at the direction or discretion of the Owner. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as the Owner shall approve or determine. The Contractor shall when required by the Owner, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure respect of provisional sums.

### 52.4 SETTLEMENT OF DISPUTES:

a. Any dispute or differences arising out of this tender shall be subject to the exclusive jurisdiction of court(s) in Thiruvananthapuram.

## 53 NOTICES

### 53.1 SERVICE OF NOTICE ON CONTRACTOR:

All certificates, notices or written orders to be given by owner or by the Owner to the Contractor under terms of the contract shall be served by sending by post or delivering the same to the Contractor's place of business or such other address as the Contractor shall nominate for this purpose.

### 53.2 SERVICE OF NOTICE ON OWNER:

All notices to be given to owner under the terms of the contract shall be served by sending by post or delivering the same to Owner's address.

## 54 TERMS OF PAYMENT:

### 54.1 CERTIFICATE AND PAYMENT

#### Schedule of Rates:

- The payments to be made to the contractor for various items of works shall be as per the finalized rates of the tender and the rates of extra items finalized from time to time.
- The rates finalized of the tender shall remain firm till the completion of the work including extension of time, if any.
- After the completion of work, the Contractor will have to submit the clearance certificate for all statutory payments like royalties, Octroi etc.

**54.2 Measurement:** Joint measurements of the various items of the work shall be taken by the Contractor's authorized representative in presence of the Owner's and authorized representative from time to time for maintaining the records and preparing the bills. If the



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contractor fails to send his representative then the measurements taken by the Owner's and shall be final and no claim shall be entertained in this regard.

**54.3 Mode of Measurement:**

All measurements shall be in the metric system and in accordance with Indian Standard Specifications and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the Owner immediately. The decision given by the owner shall be final and binding on the contractor. In case of mode of measurement of any item is not specified; then I.S.I. mode of measurement (as applicable during contract period) shall be followed.

**54.4 Mobilization Advance:**

No mobilization advance shall be paid.

**54.5 Lump sums in Tender:**

Lump sum items considered only where specified.

**54.6 Running Account Payments to be regarded as advances:**

All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the Owner's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the Contractor. The payment of final bill shall be done within three months after the submission of the final bill by the contractor, to the including period of one month of clause no.4.8 (c) billing and terms of payment.

**54.7 Payment of Contractor's Bills:**

- Payment shall be made by RTGS within 30 days of receipt, inspection and acceptance of the material & completion of work.
- The Owner reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. The Owner further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.
- Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.



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**54.8 Billing and terms of payment:**

(a) The payment shall be made as under:-

SI no	Milestone	% Payment	Cumulative percentage payment
1	70% of the quoted value of goods shall be paid after completion of delivery and positioning of items (as the case may be) at site without damage and free of defects and acceptance of the items	70 %	70%
2	20% of the quoted value of goods shall be paid on completion of installation and charging of the same including functioning of the installation to the satisfaction of the owner	20%	90%
3	On handing over, after obtaining N.O.C from Fire & Rescue dept, after successful commissioning, energizing the complete system & issue of completion certificate of work against performance bank guarantee	10%	100%

- (b) The amount deposited as Security Deposit shall be released only after issuance of provisional completion certificate by the Owner.
- c) Retention Amount: Retention Money at the rate of 5% of the value of work done for each running bill will be deducted. The retention money shall be returned at the expiration of defect liability period of 12 months.
- (d) Tax Deduction: All statutory deductions like Income Tax, Works Contract Tax, E.S.I., P.F. or any other government imposed liabilities shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

**54.9 Provisional Completion Certificate:**

When the Contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Owner shall issue to the Contractor the provisional completion certificate after verifying from the completion documents submitted by the Contractor and satisfying himself that the work has been completed in accordance with the construction drawings and the contract document. The Contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the Owner until all the temporary works, labour hutments etc. are removed and the work site cleared to the satisfaction of the Owner.

If the contractor fails to comply with the requirements of the above on or before the date





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**SCHEDULE- D**

for the completion of the works, the Owner may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose off the same and the contractor shall pay the amount of all expenses incurred.

**55 Defect liability period:**

- Defect liability period will be 12 months from the date of Completion as certified by the authorized Official(s) of HLL.
- The contractor shall stand guarantee for materials and workmanship as per **Schedule A** of the Technical Specification given in the Tender Notification and **Schedule C** of the General Conditions of Contract. During the defect liability period , if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by the authorized Official(s) of HLL, at his own cost and within the time stipulated by the Official concerned.
- The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.

**56 EXCLUDED ITEMS OF WORK**

The owner shall arrange the following works/services. However, the contractor shall furnish necessary drawings/instruction at appropriate times to enable the department to arrange for the same.

**DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- OWNER, HLL Lifecare Limited
- Dy.GENERAL MANAGER, BALARAMAPURAM OPERATION HLL LIFECARE LTD
- Engineer shall be the official representing "OWNER" for supervising the work.
- CONTRACTOR, -Shall mean the successful Bidder to whom the contract has been awarded.
- SUB-CONTRACTOR, Shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Owner and the legal representatives, successors and assignees of such person.
- CONTRACT, Shall mean and include the following: -  
Notice inviting tender, Tender form, General Conditions of Contract, General Specifications, Technical Specifications, Unit Specifications, Detailed Specifications, Schedule of Quantities, Drawings, Work Order and/or any other correspondences of negotiations.
- SITE , Shall mean the actual place in, over or under which work is to be done, allotted by OWNER for Contractor's use.
- WORK, Of the Contractor shall mean and include materials or labour or both.
- CONTRACT PRICE, Shall mean the sums referred to in the formal agreement, if any or



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**SCHEDULE- D**

the work order.

ix. SCHEDULE OF QUANTITIES, Is the schedule of approximate quantities of various items of work with specification for unit rate.

x. SCHEDULE OF RATES, Is the schedule showing unit rates, against specification of various item of works.

xi. The word "SPECIFICATION" shall mean collectively all the terms and stipulations contained herein including general conditions of contract, technical provisions and annexure together with the list of corrections and amendments or modifications approved by the engineer.

xii. The term "TEST ON COMPLETION" shall mean such tests as prescribed in the specifications. In case tests are not possible due to climatic conditions at the time of completion, the contractor shall be bound to carry out tests as prescribed herein after at any time subsequent to the date of completion, but before the end of defects liability period.

xiii. The contractor shall be responsible for all equipments / installations for its safety & security in all respect till handing over the job in good working conditions.



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**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA SCHEDULE- E**

a)	Do you have minimum 05 years of experience in Supply, Installation, Testing and Commissioning of Firefighting system (Downcomer/ Yard hydrants/ wet riser) in Storage//Industrial Occupancies?	Yes/No
b)	If yes, Have you attached the details of Projects commissioned during the period of 03 financial years, 2016-2017 to 2018-2019? Have you attached the copies of the contracts/work orders with Bid?	Yes/No
c)	Do you have satisfactorily completed the below requirement in any of the reputed Storage//Industrial Occupancies i. Minimum 1 work of value not less than Rs 60 Lakhs during the last 3 years or ii. Minimum 2 works of value not less than Rs 45 Lakhs each during the last 3 years or iii. Minimum 3 works of value not less than Rs 35 Lakhs each during the last 2 years	Yes/No
d)	Do you agree to provide Security deposit of Rs 75,000/- by either in DD or in the form of Bank Guarantee from Nationalized / Scheduled Bank if contract is awarded?	Yes/No
e)	Have you enclosed Certificate of Turn over for last three years issued by Chartered Accountant	Yes/No
f)	Do you have Registration Certificate and Certificate of Incorporation?	Yes/No
g)	Do you have documentary evidence (Client's Certificate/installation report) in support of the satisfactory operation of the equipment as specified?	Yes/No
h)	Do you have required number of competent manpower to complete the Project - Firefighting system as indicated in Schedule A?	Yes/No
i)	Have you submitted DD for Rs. 25,000/- towards EMD?	Yes/No
j)	Do you have full-fledged Office in Thiruvananthapuram or nearby place with telephone e-mail/fax facilities?	Yes/No
k)	Have you attached the Declaration (as in SCHEDULE -H) along with this Bid?	Yes/No
l)	Have you enclosed a copy of PAN Card ?	Yes/No
m)	Do you have proper liaisoning with local statutory bodies, Dept of Fire & Rescue etc?	Yes/No

All the information's provided herein are true and correct.

Place : **NAME AND SIGNATURE OF THE VENDOR**

Date : (Office Seal)



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SCHEDULE- F

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### General information of the Tenderer

“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING FIREFIGHTING SYSTEMS FOR HLL BALARAMAPURAM BUILDING, BALARAMAPURAM, TRIVANDRUM, KERALA”

A. Name of Contractor/Firm/Company:

1. Postal address:

1. Telephone No.:
2. FAX :
3. E-Mail :
4. Year of commencement of Contract/Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary or partnership firm:
2. Name of Managing Partner:
3. Name of other partners:

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited Company:
2. Name of Managing Director:
3. Names of other Directors:

Note: Attested copy of Company Registration deed to be enclosed.

**The Contractor shall submit a self attested copy of the same along with the bid.**

**D. Minimum 5 years experience in the relevant field. (For more details Ref Section VI)**

**Please submit a brief profile giving the details of similar Firefighting Projects (including client name, order value etc.) successfully completed in the last 3 years.**

**E. Tenderer should have satisfactorily completed**

1. Minimum 1 work of value not less than Rs 60 Lakhs during the last 3 years or
2. Minimum 2 works of value not less than Rs 45 Lakhs each during the last 3 years or
3. Minimum 3 works of value not less than Rs 35 Lakhs each during the last 2 years

Enclose completion certificates from the clients in proof of the same.

Note: Details to be furnished in **Annexure I**

**F. Total number of ongoing installations or orders in hand for similar Firefighting works**

Note: Details to be furnished in **Annexure II**



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**G. Has the Contractor/ Firm/Company ever been black listed by the Govt. /or the registering authority. (Yes/ No)**

a. If so, give the period and details.

**H. Average annual financial turn- over of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 500 Lakhs.**

a. Annualized turn-over of the Contractor/Firm/Company in the last 3 years ending 31.03.2019

1.	2016-2017:	INR.
2.	2017-2018:	INR.
3.	2018-2019:	INR.

Note: Details to be furnished in **Annexure III**

**I. Details of organization: (Details to be enclosed in Annexure IV)**

1. Technical personnel:
  - i) No. of Graduate Engineers:
  - ii) No. of Diploma Holders:
2. No. of Non-Technical Management

**J. Detailed Technical Specifications in Annexure V (filled and enclosed)**

**K. Completion Period: in Annexure VI (filled and enclosed)**

**L. Acceptance Form in Annexure VII**

**M. CERTIFICATE Format as per Annexure VIII**

I/We hereby confirm that the details given in the application form and Annexure I to Annexure VII are correct to the best of my/our knowledge. I /We have no objection, in Owner (HLL Lifecare Limited) contacting any of our clients for reference.

Place:  
Date:

Signature  
Name and address of the Party



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ANNEXURE - I

DETAILS OF ORDERS FOR SIMILAR FIREFIGHTING PROJECTS SUCCESSFULLY COMPLETED DURING THE LAST 3 YEARS				
S. No.	Name of Client with full address, telephone numbers	Order details such as quantity	Value of work completed	Period of Completion with dates

NOTE:

**TENDERER SHOULD HAVE SATISFACTORILY COMPLETED**

- 1. MINIMUM 1 WORK OF VALUE NOT LESS THAN RS 60 LAKHS DURING THE LAST 3 YEARS OR**
- 2. MINIMUM 2 WORKS OF VALUE NOT LESS THAN RS 45 LAKHS EACH DURING THE LAST 3 YEARS OR**
- 3. MINIMUM 3 WORKS OF VALUE NOT LESS THAN RS 35 LAKHS EACH DURING THE LAST 2 YEARS**

SIGNATURE OF BIDDER



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ANNEXURE - II

TOTAL NUMBER OF ONGOING INSTALLATIONS OR ORDERS IN HAND FOR SIMILAR FIREFIGHTING S.I.T.C. PROJECTS			
S. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity, completion time etc.	Value of works

SIGNATURE OF BIDDER



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### ANNEXURE III

(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE  
CONTRACTOR/FIRM/COMPANY IN THE LAST 3 YEARS ENDING 31-03-2019)

2016-2017: INR.  
2017-2018: INR.  
2018-2019 : INR

(Enclose audited Balance sheets in proof for the above period)

SIGNATURE OF BIDDER

**Note:** Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 5 Crores.





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#### ANNEXURE-IV

#### DETAILS OF ORGANIZATION

Sl. No	Name & Postal Address	Date of Birth	Qualification	Total experience in years	Name of organization served showing position held and period of service in each
1.	<b>A.ENGINEERING PERSONNELS</b>				
2					
3.					
4					
5.					
6					
1.	<b>B. DIPLOMA HOLDERS/ ITI PERSONNEL</b>				
2					

Attach an organization chart. Also mention the no. of engineering/technical personnel you will engage for the satisfactory completion of the tendered work.

**SIGNATURE OF BIDDER**



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### ANNEXURE V

(ENCLOSE DETAILED TECHNICAL SPECIFICATION OF ITEMS QUOTED  
AGAINST THIS TENDER, INCLUDING MAKES, DETAILED CATALOGUES,  
WARRANTY PERIOD ETC.)

**NOTE: THE BIDDER SHOULD ALSO INDICATE DEVIATIONS, IF ANY FROM  
THE TENDER SPECIFICATIONS**

**SIGNATURE OF THE BIDDER WITH SEAL**



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**ANNEXURE-VI**  
**COMPLETION PERIOD**

**SIGNATURE OF THE BIDDER WITH SEAL**



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SCHEDULE – G

**QUESTIONNAIRE FOR VENDOR DEVELOPMENT**

(TO BE FILLED BY NEW VENDORS)

**NAME OF PRODUCT/SERVICE:**

1. Name & Address of the Manufacturer /Service Provider:
  - (a) Telephone No. :
  - (b) Fax No. :
  - (c) E-mail Address :
  - (d) Name of contact person :
  - (e) (i) Whether proprietary/partnership/ Limited company :  
(ii) Furnish Name/'s, address, phone nos. of  
Proprietor/Managing partner/ M.D / Director's :

(Attach separate sheet)

  - (a) Specify whether SSI / MSE unit :
  - (b) If Yes,specify if your unit is owned by  
SC/ST entrepreneur :
- 2) Details of tax registration :- :
- 3) Name & Address of your Banker(s)
  - Account no. :
  - Swift Code
- 4) Annual Turn over :
- 5) Have you been assessed previously by HLL Yes/No :
- 6) List of customers
  - a) Government Dept. / PSU's :
  - b) Private Sector :

Place : **NAME AND SIGNATURE OF THE VENDOR**

Date : (Office Seal)



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This is to be filled up by HLL LIFECARE LIMITED, THIRUVANANTHAPURAM

Recommendation/Remarks of the committee

Committee Members:

1.Head of User Department

2.Head of Purchase Department



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SCHEDULE - H

## DECLARATION

### IV ARTICLES OF AGREEMENT

(DRAFT)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**CONTRACT AGREEMENT FOR THE WORK OF -----  
DATED----- Between M/s----- hereinafter  
called the contractor (which term shall unless excluded by or repugnant to be  
subject or context include its successors and permitted assigns) of the one part  
AND**

**HLL Lifecare Limited hereinafter called HLL (which term shall unless excluded by  
or repugnant to the subject or context include its successes and assigns) of the  
other part.**

WHEREAS

- a. HLL is desirous that the Supply, erection, Installation, testing & commissioning and validation of \_\_\_\_\_ at \_\_\_\_\_ should be executed as mentioned, enumerated or referred to in the tender document vide tender no. \_\_\_\_\_ including:
- Notice Inviting Tender,
  - General Conditions of the Contract
  - Special Conditions of the Contract,
  - Schedule of Quantities and Rates
  - Agreed Variations
  - Tender Form, Manufacturer's Authorization Form/s (if any)
  - Bid documents submitted by the Contractor on .....
  - other documents, as called for in the Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable



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and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

**AND WHEREAS**

HLL accepted the offer of M/s ----- (Contractor) for the Supply, erection, installation & commissioning of ----- at ----- and conveyed vide letter No. ----- dated ----- at the rates stated in the Bill of quantities for the work and accepted by HLL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.**

5. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby covenant with HLL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
6. In consideration of the due provisions execution, completion and maintenance of the said work, HLL does hereby agree with the contractor that HLL will pay to contractor the respective amounts for the work actually done by him and approved by HLL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between HLL and the contractor that the contractor shall have no right, title or interest in the site made available by HLL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and HLL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.



एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)

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PHONE NO: 0471 2437270 / 2539329

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Signed and delivered for and  
on behalf of HLL

Signature and delivered for  
and on behalf of the contractor

(HLL LIFECARE LIMITED)  
OFFICIAL ADDRESS

(Contractor)

Date  
Place

Date  
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

SIGNATURE

SIGNATURE

#### V. BANK GUARANTEE FORMAT :

To,  
M/s HLL Lifecare Limited.  
HLL Bhavan, Mahilamandiram Road  
Poojappura  
Thiruvananthapuram  
Kerala -695012

Dear Sirs,

Bank Guarantee no. :

Amount of Guarantee :

Guarantee cover from :

Last date for Lodgement of claim :

Beneficiary :

1. M/s HLL Lifecare Ltd (hereinafter called "HLL"), having its registered office at HLL Bhavan , Poojappura, Thiruvananthapuram - 695012, having issued Work Order





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dated ----- for ----- (hereinafter called as "Work Order") to -----  
--- (herein after called -----)

2. Vide Clause ---- of the Work Order, ----- has agreed to provide to HLL performance guarantee of Rs. [Rupees ----- only] being 10% of the total order value mentioned in the Work Order for due fulfilment of the terms and conditions contained in the Work Order.
3. We, \_\_\_\_\_ [Name & address of the Bank] (herein after referred to as "Bank" ) at the request of ----- do hereby undertake to pay to HLL an amount not exceeding Rs. [Rupees ----- only] against any loss or damage caused to or suffered or would be caused or suffered by HLL by reason of any breach by ----- of any of the terms or conditions contained in the agreement.
4. We, the Bank, do here by undertake to pay the amounts due and payable under this guarantee without any demur, dispute, or objection of whatsoever nature, forthwith on a written demand from HLL stating that ----- has not complied with their contractual terms and conditions and obligations in respect of the Work Order. Any such demand made by HLL to the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.
5. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and ----- shall have no claim against us for making such payment.
6. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of Services stated in the Work Order and that it shall continue to be enforceable till ----- performs the Services completely and to the satisfaction of HLL and till HLL certifies that the Services have been fully and properly performed by ----- and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ----- we shall be discharged from all liabilities under this guarantee thereafter.
7. This Guarantee will remain in force up to ----- unless a claim or a demand in writing is made against the Bank in terms of this guarantee on or before ----- all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.



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8. We, the Bank, further agree that HLL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by ----- from time to time or to postpone for any time from time to time any of the powers exercisable by HLL against ----- and to forbear or enforce any of the terms and conditions relating to the Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to ----- or for any forbearance, act or omission on the part of HLL or any indulgence by HLL to -----.
9. This guarantee will not lapse due to change, if any, in the constitution of the bank or ----- or HLL.
10. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HLL in writing.
11. Notwithstanding anything contained herein before, the liability of the Guarantor under this Guarantee is restricted to Rs. [Rupees ----- only].

Dated the ..... at .....

(Seal, name & address of the Bank and address of the Branch)



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### **PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_

**Between**

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

**And**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:



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**Clause.1. Commitments of HLL**

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, , advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, , advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, , advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the



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bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.



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- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and



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address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

#### **Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

**3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

**3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HLL is entitled to disqualify the BIDDER from the tender process.

#### **Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors**

**4.1** The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

**4.2** HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

**4.3** HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Clause .5. Consequences of Violation / Breach**

**5.1** Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.



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- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
  - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
  - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
  - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
  - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
  - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to(x) of this pact also on the commission by the BIDDER or any one





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employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**Clause.6.Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s),



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upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

### **Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

### **Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

### **Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.



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If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL**

Name:  
Designation:  
HLL Lifecare Limited,  
Thiruvananthapuram.

Witness

1.....

2.....

**BIDDER**

Chief Executive

Witness

1.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.



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### ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To  
THE EXECUTIVE DIRECTOR (OPERATIONS) & UNIT CHIEF  
HLL LIFECARE LIMITED PEROORKADA,  
THIRUVANANTHAPURAM – 695 005  
KERALA, INDIA

Dear Sir,

I / We, hereby offer to supply/install/testing/validate/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for **90 Days** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH SEAL**



एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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SCHEDULE –I

**CONTENTS OF PRICE BID FORMS**

1	SCHEDULE –I	BILL OF QUANTITIES*
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\*Given as separate sheets

**TECHNICAL CUM PRICE BID – SUPPLY, TESTING, INSTALLATION, COMMISSIONING & VALIDATION OF FIREFIGHTING SYSTEMS FOR HLL BALARAMAPURAM BUILDING AT BALARAMAPURAM, THIRUVANTHAPURAM, KERALA**

Full Name and address of the Tenderer :

Telephone No. :

STD Code Used :

E-mail Address :

Fax No. :

To,  
General Manager (Purchase)  
HLL LIFECARE LIMITED,  
Peroorkada P.O.,  
Trivandrum – 695 005.

Dear Sir,

We, hereby offer for Supply, Erection, Installation, Commissioning & Validation of Fire Fighting System for HLL Balaramapuram building, Balaramapuram, Thiruvananthapuram, Kerala detailed in price bid. We shall be bound by a communication of acceptance dispatched within the prescribed time.

We have understood the conditions mentioned in the invitation to tender and conditions of contract furnished by you and have thoroughly examined the specification quoted in the Tender form hereto and are fully aware of the nature of the material/work required and our offer is to supply strictly in accordance with the requirement and the terms and conditions mentioned above and in this tender.

Place:

Date : Signature (with official seal)



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TENDER NO: HLL/BO/S&E/FIRE FIGHTING/2019-20 तारीख Dated : 20.07.2019

**QUOTATION FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIRE FIGHTING SYSTEM FOR HLL MERCANTILE BUILDING AT BALARAMAPURAM SCHEDULE -I**

**PRICE BID/BILL OF QUANTITIES**

**DATE:**

SI No	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	<b>TERRACE PUMP</b>				
	Supply, installation, testing and commissioning of terrace pump rated for 1950LPM 25mtr high efficiency volute type with cast iron casing mono block pump to a squirrel cage induction motor, totally enclosed fan cooled with supply condition 415 V, 3 phase, 50 HZ, foot mounted type rated for 15HP at 2900rpm.	1	Nos.		
	Make : Kirloskar/ Mather Platt/KSB/Beacon/Wilo Mather&Platt/ Grundfoss				
2	<b>DOL PANEL</b>				
	Supply, installation testing and commissioning of wall mounted cubicle type switch board of suitable size made out of MS Sheet totally enclosed, dust and vermin proof with an additional lockable glazed door on the front and consisting of the following items i/c connections with suitable copper conductor cable, earthing, painting (red), lettering etc. asrequired.				
	a)32 Amps TPN Switch fuse unit with HRCfuses (GE / L&T/ Siemens) - 1 No.				
	d) DOL starter suitable for the pump set(Make: L&T / Siemens / GE) - 1 No.				
	e)0-30 amps ammeter with CTs, selector switch - 1 set.				
	f)0-500V Voltmeter with selector switch – 1set				
	g)3 Phase indication lamps 1 set	1	Set		
3	<b>POWER CABLE</b>				
	Supply and Laying of below sized XLPE insulated PVC sheathed Aluminium conductor armored cabling to the incoming and outgoing of fire pump panel including necessary termination, glanding along with wall/ceiling with necessary connections etc				
	3 x 25 sq mm on wall, floor	25	Mtr		



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Sl.No	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4	<b>AIR CUSHION VESSEL</b>				
	Supply, installation, testing and commissioning of air cushion vessel of 150 mm dia with automatic air release cock, 20 mm dia, drain pipe, drain valve and a shutoff nozzle 1200mm height.	1	Nos.		
5	<b>PRESSURE SWITCH</b>				
	Supply, installation, testing and commissioning of pressure Switch	1	Nos.		
	Make : Indfoss/Switzer/Schneider/Danfoss/Waaree				
6	<b>PRESSURE GAUGE</b>				
	Supply, installation, testing and commissioning of pressure gauge with 0 to 12kg range 4" dia.	1	Nos.		
	Make : Fiebig/Indfoss/ H Guru				
7	<b>PIPING</b>				
	Supply, Installation, Testing and Commissioning of MS pipes of the following sizes "C" class conforming to IS : 1239 with malleable specials conforming to IS:1239 part - II, such as elbows, reducers, flanges etc. Including cutting, Welding, fixing in / on walls, ceiling by using suitable supports etc				
	a.150mm dia	210	Mtrs		
	b.80mm dia	180	Mtrs		
	b.25mm dia	204	Mtrs		
	Make: Tata/Jindal/SAIL				
8	<b>BUTTERFLY VALVE</b>				
	Supply, installation, testing and commissioning of slim seal type cast iron butterfly valves lever operated type with necessary flanges, nuts, rubber insertion gaskets				
	nuts and bolts complete.				
	a.150mm dia	4	Nos.		
	b.80mm dia	2	Nos.		
	Make : Kartar/Intervalve/ Advance/Zoloto/Tyco/Viking				



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Sl.No	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
9	<b>NON RETURN VALVE</b>				
	Supply, installation, testing and commissioning of dual plate cast iron non return valves with flanges,nuts, bolts and rubber gaskets for seating the valves complete.				
	a.150mm dia	1	Nos.		
	Make : Kartar/Intervalve/ Advance				
10	<b>HYDRANT VALVE</b>				
	Supply, installation, testing and commissioning of single headed valve of SS type 63 mm dia oblique type with instantaneous hose coupling adaptor confirming to IS:5290	9	Nos.		
	Make: Newage/Tyco/Viking/Aaag				
11	<b>HOSE REEL SET</b>				
	Supply, installation, testing and commissioning of hydraulic hose reel complete with swing type drum,19mm rigid hose having a length of 25 Mtrs. with stop cock and PVC nozzle on one end and all other necessary fixing materials.	6	Nos.		
	Make : Newage/ Aaag/ Safeguard/Minimax				
12	<b>HOSE BOX DOUBLE DOOR</b>				
	Supply, installation, testing and commissioning of hose cabinet of internal & external type to accommodate two piece of hose pipes along with one pair of male and female coupling and one branch pipe. The cabinet is made of 16 gauge MS sheet glass fronted with hinged door and lock. The cabinet is spray painted to scarlet red color outside.	8	Nos.		
	Make : Newage/ Aaag/ Safeguard/Minimax				
13	<b>FIRE HOSE</b>				
	Supply, installation, testing and commissioning of controlled percolated hose in 15M length of 63 mm dia and tested to bursting pressure of 15kg/sqcm and with SS ISI coupling as per IS:901 binded with cu wire	16	Nos.		
	Make : Newage / Aaag				





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Sl.No	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
14	<b>BRANCH PIPE</b>				
	Supply, installation, testing and commissioning of SS ISI branch pipe with 63 mm male hexagonal base nozzle confirming to IS:903.	8	Nos.		
	Make: Newage/ Aaag /Safeguard/ Minimax				
15	<b>FIRE BRIGADE INLET</b>				
	Supply, installation, testing and commissioning of 3way Fire Brigade Inlet connection of 63 mm dia. built - in Gun metal Non-return valves instantaneous coupling type arrangement to be connected to wet riser main.	1	Nos.		
	Make: Newage/ Aaag /Safeguard/ Minimax				
16	<b>BALL VALVE</b>				
	Supply, installation, testing and commissioning of Ball valve of following dia				
	a 20mm dia	6	Nos.		
	Make: Kartar/Intervalve/ Advance/Zoloto				
17	<b>AIR RELEASE VALVE</b>				
	Supply, installation, testing and commissioning of Air Release valve of 20mm dia	1	Nos.		
	Make: Kartar/Intervalve/ Advance/Zoloto				
18	<b>SPRINKLER NOZZLE</b>				
	Supply, installation, testing and commissioning of approved make 15mm dia brass Sprinkler heads designed to operate at 68 deg. Celsius etc. with necessary fittings etc of following type.	65	Nos.		
	Make Tyco/Newage /Viking - (UL listed)				



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Sl.No	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
19	<b>FIRE EXTINGUISHERS</b>				
a)	Supply and installation of ABC type fire extinguisher of 4 kg. Capacity complete with initial charges and installation brackets.	50	Nos		
b)	Supply of Dry Chemical Powder (cartridge out) fire extinguisher of 50 kg Capacity complete with initial charges	05	Nos		
	Make: Ceasefire/Minimax/Safex/Bharat/Safeguard				
20	<b>SIGN BOARDS</b>				
	Supply & erection of Glow Sign Board made of 3mm thick PVC foam board for each floor 12" x 4"	50	Nos		
21	<b>CORE CUTTING</b>				
	Providing & making corecutting for laying pipes as per following dia				
	a.180mm dia	2	Nos		
	b.100mm dia	17	Nos		
	b.40mm dia	17	Nos		
22	<b>Statutory approvals/N.O.C from Local and Statutory bodies</b>				
		<b>SUB TOTAL</b>			
		<b>GST @ 18%</b>			
		<b>GRAND TOTAL</b>			

**Name & Signature of the Bidder with seal**

(To be signed & sealed on all pages of Price Bid/Bill of Quantities)



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LAYOUT DRAWING

