

TENDER DOCUMENT

SETTING UP OF OFFICE CABIN AT 6TH FLOOR OF GOLDEN
JUBILEE BLOCK, HLL LIFECARE LTD. POOJAPPURA,
TRIVANDRUM

e-Tendering



Facility Management Division
HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, HLL Bhavan, Golden Jubilee Block

Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Ph: 0471- 2775500

NOVEMBER 2021

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HLL Lifecare Limited

(A Government of India Enterprise)
Corporate Head Office, HLL Bhavan, Golden Jubilee Block
Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
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NOTICE INVITING TENDER (NIT)

HLL/FMD/CHO/2021-22/019

08.11.2021

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent and experienced parties who are capable of executing the following item/work meeting the requirements as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	Setting up of Office Cabin at 6 th Floor of Golden Jubilee Block , HLL Lifecare Limited , Poojappura, Trivandrum
2	Location of Delivery/Work	HLL Lifecare Limited, HLL Bhavan, Poojappura
3	Estimated Cost of the Item/Work	Rs.45.27 Lakhs (including GST)
4	Brief description of Item/Work	Setting up of Office Cabin at 6 th Floor of Golden Jubilee Block, HLL Lifecare Limited, Poojappura, Trivandrum
5	Bid Security/EMD	No Earnest Money Deposit (Bid shall be supported with Bid Security Declaration)
6	Bid submission fee/Tender fee	Rs. 2500/- including GST@18%
7	Period of completion	45 days from the date of LOI/Site clearance whichever is later
8	Defect Liability Period	12 Months from the date of handing over of the works as certified by the Engineer in Charge
9	Eligibility criteria for Bidders	As per Tender document
10	Last date and time for online submission of bids	18-11-2021 at 15:00 HRS
11	Date and time of opening of e-tender	19-11-2021 at 15:00 HRS

11	HLL A/c Details for payment of Tender Fees (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number: 57007696531 IFSC Code: SBIN0070502 Branch name: New Administrative Complex, Poojappura, Trivandrum
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GENERAL INSTRUCTION TO BIDDERS

1. This tender is an e-Tender and is being published online in Government e-Procurement portal, <https://etenders.gov.in/e procure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
7. Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or

“Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
- Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Associate Vice President (FM),
Facility Management Division,
HLL Lifecare Limited,
Corporate Head Office, HLL Bhavan, Golden Jubilee Block
Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2775500
E-mail: anilar@hllhites.com

15. The bids shall be opened online at the **Associate Vice President (FM)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Associate Vice President (FM) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
18. Joint ventures or Consortiums of two or more registered contractors are not permitted.
19. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to

submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

20. Tender Document Fees :

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	State Bank of India
A/c number	:	57007696531
IFSC Code	:	SBIN0070502
Branch name	:	New Administrative Complex, Poojappura

Document of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

- 21. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
- 22. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
- 23. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited. including but not limited to forfeiture of Security Deposit, black listing etc., as deemed fit by HLL Lifecare Limited.
- 24. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited. in this regard shall be final and binding.

25. The agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on HLL Lifecare Limited due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to HLL Lifecare Limited on this Account. However, it must be clearly understood that the agency/bidder will comply to all statutory obligation in force and amended from time to time and HLL Lifecare Limited. will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations.
26. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
27. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

28. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees.

Note:- It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Associate Vice President (FM)

PART I

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **'Engineer-In-Charge'**, shall mean the Engineer appointed by the purchaser/owner to supervise all activities of the project.
- e. **'Supplier/Contractor'**, shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- f. **'Permanent Works'**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- g. **'Project'**, shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- h. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- i. **'Contract'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/owner and the Contractor.
- j. **'Date of Contract'**, shall mean the date on which the successful bidder has accepted the notification of award.

- k. **'Contract Period'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- l. **'Completion Certificate'**, shall mean the certificate issued by the purchaser/owner to the Contractor after successful completion of the project.
- m. **'Extra Items'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/OEMs who are capable of executing the Specified work as per our tender conditions.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.
- 3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the Site of delivery/Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.

- 5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. Getting information from web portal

- 6.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. Content of Bidding Documents

7.1.1. The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Technical Specifications
- e. Form of Bid, Appendix to Bid
- f. Bill of Quantities
- g. Drawings if any

7.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

7.3 Amendment to bidding documents

7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

7.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

7.3.3. If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

8 Preparation of Bids

8.1 Language of the Bid

8.1.1. All documents relating to the bid shall be in the English language.

8.2 Documents Comprising the Bid

8.2.1. The online bid submitted by the bidder shall comprise the following:

- i. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
- ii. Payment of bid submission/tender fee as detailed in the e-tender web site.
- iii. Bid Security (EMD) declaration form
- iv. Copy of Registration (GST, PAN etc) Certificate duly attested.
- v. Copy of Documents in proof of eligibility criteria
- vi. Copy of Documents in proof of financial turnover.
- vii. Other documents specified in Part III.
- viii. Priced Bill of Quantities.

8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

8.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities.

8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

8.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges; hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.

8.3.4. GST or any other tax applicable shall be payable by the Contractor in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

8.3.5. All taxes, royalty, Octroi and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

8.5. Bid Validity

8.5.1. Bids shall remain valid for the period of **180 days** from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid

security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

8.6. Bid Security (EMD): No Earnest Money Deposit required (Bid shall be supported with Bid Security Declaration)

8.7. Bid submission fee

8.7.1. For e-tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.

8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

8.7.3. Tender Fee remitted will not be refunded.

8.8 Alterations and additions

8.8.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

8.8.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

9. Submission of Bids

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

9.1 The tender is invited in **2 Envelope system** from the registered and eligible firms at CPP Portal.

9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Technical bid):

Technical Bid should contain signed and scanned soft copy documents in proof of experience and duly filled and signed copy of documents specified in Part IV.

And

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank :	State Bank of India
A/c number :	57007696531
IFSC Code :	SBIN0070502
Branch name :	New Administrative Complex, Poojappura

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhaar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also upload / submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

SI No	Eligibility Criteria
1	Bidder should have a valid Certificate of the following:
	a. GST Registration
	b. IT PAN Card

	c.	EPF Registration Certificate (if the firm has exemption, declaration of the same shall be submitted)
	Note:	Copy of valid certificates for the above shall be submitted in proof of the same
2	Bidders should have experience of having successfully completed at least similar work of value mentioned below within a period of last 5 years ending 31-01-2021	
	<p>i) Three similar works each costing not less than amount equal to 40% of estimated cost put to tender</p> <p style="text-align: center;">Or</p> <p>ii) Two similar works each costing not less than amount equal to 60% of estimated cost put to tender</p> <p style="text-align: center;">Or</p> <p>iii) One similar work costing not less than amount equal to 80% of estimated cost put to tender</p> <p style="text-align: center;">(Similar work shall means setting up of office cabin as a turnkey work.)</p>	
	Note:	For Govt./Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc) shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates.
3	Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least 50% of estimated cost put to tender.	
	Note:	Enclose audited Balance sheets in proof for the above period
4	Has the Contractor/Firm/Company ever been black listed by the Govt/or the registering authority. (Yes / No)	
	Note:	<p>I. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidder's letter head</p> <p>II. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.</p>
5	Power of Attorney, in case an authorized representative has signed the tender.	
6	The duly signed acceptance form as per item no-1 of Part-III to be attached	
7	Completion period duly filled as per item no-2 of Part-III to be attached	
8	Declaration form duly filled as per item no-3 of Part-III to be attached	
9	Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per item no-4 Part-III of this bid document in original.	

c) Envelope – II (Financial Bid): The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Note: -

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

10.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

10.2 Modification, Resubmission and Withdrawal of Bids

10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

11. Bid Opening and Evaluation

11.1. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

11.1 Bid Opening Process

11.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

a)

a) Envelope-I: Envelop-I opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal. (Envelop-I shall contain scanned copy of Pre-qualification document and scanned copy of Tender Fees)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope-I and Envelope-I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

b) Envelope -II: The financial bids of the contractors/firms found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

11.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to

Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

11.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

11.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

11.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

11.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

11.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

12. Award of Contract

12.1. The work shall be awarded to the qualified bidder, who quotes the lowest amount for the work

12.3. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

12.4 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

12.5 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

12.6 Notification of Award and Order Acceptance

12.6.1 The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

12.6.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit within 7 (Seven) days of issue of letter of acceptance.

12.6.5. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements - will be paid and the same recovered from the successful bidder.

13. Corrupt or Fraudulent Practices

13.1 The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

13.4 HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

Part II

GENERAL CONDITIONS OF CONTRACT

1. PRICE

The price quoted should be inclusive of all material cost, loading and unloading charges, all applicable taxes and other levies, labour charges, insurance, Installation and commissioning charges etc.

Price quoted should be firm without any escalation till the order is completely executed.

2. TAXES/DUTIES/LEVIES

The contractor shall be entirely responsible for all applicable taxes including GST, duties, license fees, etc. incurred until successful completion of contract.

3. ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

Rates quoted should be inclusive of all cost of materials, Tools/Equipments labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.

4. COMPLETION TIME

The items/Work as per the tender specifications shall be completed within a period of **45 days** from the date of notification of award/date of site clearance whichever is later Time being the essence of the Contract, the work/delivery of items, stipulated should be strictly adhered to. Delay in delivery/non delivery/incompletion of the Specified Item/work will cause loss and/or damage to Purchaser

5. PAYMENT TERMS

The contractor can submit two running account bills during the work period and payment made as below:

- a) 80% of the bill value will be paid on each running account bills (on pro-rata basis) submitted by the contractor.

- b) Balance 20% will be paid along with the final bill only after issue of Work Completion certificate by Engineer In Charge/Officer In Charge of HLL Lifecare Ltd.

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

The running account bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by HLL Engineer in charge and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.

Tax Deduction: All statutory deductions like GST, 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.

6. SECURITY DEPOSIT

6.1 On receipt of notification of award, simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a nationalized bank, for an amount equal to 5% of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment/works by the purchaser/owner and will be released after acceptance of the Equipment/works by the purchaser/owner. In case of a delay in the works the validity of security deposit shall be extended.

6.2 Within 7 days of the receipt of notification of award from the purchaser/owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.

6.4 Forfeiture of Security Deposit:

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

7. EARNEST MONEY -No Earnest Money Deposit (Bid shall be supported with Bid Security Declaration)

8. INDEMNIFICATION CLAUSE

The Bidder shall indemnify and hold harmless the Owner/Purchaser from and against the below mentioned:

- i. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/leviable on the Contractor or the Contractor committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statute or Laws for the time being in force
- ii. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Contractor/s, if any, servants or agents of the Bidder.
- iii. Claims, if any, of the employee or the Contractor and its Sub Contractor/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
- iv. Any non - compliance or improper compliance of statutes, rules and regulations which are applicable to HLL and also to the Contractor and to the employees , in respect of (a) Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, © Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act,1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.
- v. Any Act or omission by us or our Sub-contractor/s, if any, our /their servants or agents which may involve any loss, damages, liability, civil or criminal action.
- vi. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

9. FORCE MAJEURE

- a. Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, pandemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

10. DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR'S CONTROL

- a. Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Owner as per the affected period may extend the time period.
- b. In case work is delayed due to non-availability of stores supplied by Owner or any decision by Owner holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the Owner, but nevertheless use constantly his best effort to prevent or make good delay. The Owner may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

11. LIQUIDATED DAMAGES FOR DELAYS

If the work is not completed and handed over to the Purchaser/Owner within the time stipulated in the Order, Purchaser/Owner may at their option, either (1) recover from the

Contractor liquidated damages at the rate of 0.5 % of the total contract value for every week of delay, subject to a maximum of 10 % of the total contract value, or (2) at the risk and cost of the Contractor and without prejudice to the other remedies/rights as per the Contract, terminate the order wholly or partially and complete it themselves or reassign it to other contractors.

12. SCOPE OF SERVICES, SUPPLIES AND MATERIALS:

The scope will include all services, supplies etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

13. SPECIAL INSTRUCTIONS

13.1 The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.

13.2 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages

13.3 Bids shall be made in English. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

13.4 To assist in the examination, evaluation and comparison of bids, the Owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the rate or substance of the bid shall be sought, offered or permitted.

13.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.

13.6 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

13.7 The Owner's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

13.8 The Owner reserves the right to negotiate with the lowest evaluated responsive bidder.

- 13.9 The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.
- 13.10 Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing by or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Work order.
- 13.11 The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.
- 13.12 The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- 13.13 During the execution of work, the contractor or authorized representative should be present at site.
- 13.14 All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
- 13.15 The materials used shall be as per specification and of good quality.
- 13.16 The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital Building. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
- 13.17 The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.
- 13.18 The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- 13.19 Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- 13.20 The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.

13.21 The Contractor shall make initial drawings/layouts (as per site conditions) and get it approved by HLL before execution.

13.22 Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.

13.23 The Contractor shall have to co-operate with the agencies executing other works in the same area.

13.24 While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

13.25 Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Final Payment will be made on satisfactory completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment, /any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

13.26 If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, the rates shall be worked out as per the latest CPWD Schedule of Rates and in case, the item is not included in the CPWD schedule, the rate shall be arrived as per prevailing Market rates.

13.27 The Quantity shown in the schedule is an approximate estimated quantity. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.

13.28 Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.

13.29 During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.

13.30 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 statutory 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. All statutory payments shall be made by the Contractor and the same will be reimbursed by HLL on producing original challans/receipts.

13.31 General Conditions for capital items

- a. The equipment/items should be complete with all accessories and interconnections.
- b. The purchaser will be providing the required electrical supply to the equipment. All wiring requirements within the equipment are to be provided by the supplier as per standard.
- c. The equipment/items offered should be suitable for Indian electrical ratings as follows.
Power supply: 200-230V, 50 Hz (Single Phase) or 400-440 V, 50 Hz (3 Phase)
- d. The suppliers should submit 3 copies of the following documents, relevant to their scope of supply, along with delivery & commissioning of the Unit :
Relevant Test Certificates, Operation & Maintenance Manual, Installation Manual, Troubleshooting Manuals, Guarantee Certificate
- e. Any other related documents
- f. Any deviations from the bid documents shall be clearly indicated.
- g. The bid should be complete with all the relevant details.

13.32 Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

14. ENTIRETY OF THE AGREEMENT

All of the terms agreed to between the Supplier/Contractor and Purchaser/owner will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier/Contractor and Purchaser/owner unless specifically agreed to in that behalf in writing between Supplier/Contractor and Purchaser/owner.

15. CORRESPONDENCE

All correspondence relating to this Order including Invoice shall be in English, to:

Associate Vice President (FM),
Facility Management Division,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, HLL Bhavan, Golden Jubilee Block
Poojappura.P.O,

Thiruvananthapuram – 695012,
Kerala, India
Phn: 0471- 2775500
E-mail: anilar@hllhites.com

16. SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

Part III

FORMS AND DECLARATIONS

1. ACCEPTANCE FORM

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

From

To

Associate Vice President (FM),
Facility Management Division,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, HLL Bhavan, Golden Jubilee Block
Poojappura.P.O,
Thiruvananthapuram – 695012,
Kerala, India
Phn: 0471- 2775500
E-mail: anilar@hllhites.com

Name of Work: Setting up of Office Cabin at 6th Floor of Golden Jubilee Block , HLL Lifecare Limited , Poojappura, Trivandrum

Dear Sir,

I / We, hereby offer to design / fabricate / 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 **one year** 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.

We are hereby attesting all the pages of the tender document & submitting the same in proof of our acceptance of the terms of the tender.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

2. DECLARATION

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

I/we hereby confirm that we have quoted for all Schedules in the Price Bid as mentioned in the Tender document.

I/we hereby confirm that I/we have NOT BEEN BLACKLISTED by any Central/State Government Departments or Central/State PSU's or local bodies or other Govt authorities.

I/we have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

If, at any stage, it is found to be incorrect, I / we understand that we will be disqualified from the tender.

SIGNATURE (S) OF BIDDER WITH SEAL

3. COMPLETION PERIOD

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

Setting up of Office Cabin at 6th Floor of Golden Jubilee Block , HLL Lifecare Limited , Poojappura, Trivandrum of Work provided by HLL Engineer-in-charge and shall be completed within a period of **45 days** (irrespective of number of sites) from the date of notification of award / date of site clearance, whichever is later

SIGNATURE OF THE BIDDER WITH SEAL

4. REQUISITION FORM FOR E-PAYMENT

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- at <Name of Branch>----- with
<IFSC Code> _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

I / We, the authorized signatory of M/s,
participating in the subject tender No. for the item / job of
....., do hereby declare:

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of HLL Lifecare Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory bidder

Name of Authorized Signatory.....

Company Name.....

FORM OF AGREEMENT

This agreement is made at on the ---- day of ----- 2021 between (Client) (hereinafter called "Client" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas Client is desirous that certain works should be executed, for hereinafter called the "The Project" and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

NIT Document

- Notice Inviting Bids
- Scope of work
- Evaluation Process
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specification

All the correspondence till award of contract i.e. addendum, LoA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made by Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Client to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. *Client* hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor	For and on behalf of the Client
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the Client
in the presence of: Witness _____ Name _____ Address _____	Witness _____ Name _____ Address _____

PART-IV

SPECIAL CONDITION OF CONTRACT

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a. In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b. If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated de novo. The de novo process shall adhere to the conditions prescribed in this Order.
 - c. As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable

- a. to all Autonomous Bodies;
- b. to public sector banks and public sector financial institutions; and subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
- c. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
- d. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. 'Bidder' for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

7. 'Tender' for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

8. "Bidder from a country which shares a land border with India' for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent`" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*

B. The Registration Committee shall have the following members*.

- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
- ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of _ Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration:
- iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from

time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

Note.

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of

- political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Annex II: Special Cases

- A. Till 31st December 2021, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. Bona fide procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. Bona fide small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- reduce the minimum local content below the prescribed level; or
 - reduce the margin of purchase preference below 20%; or
 - exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

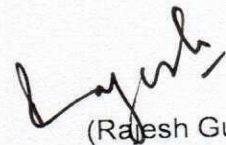
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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SCOPE OF SERVICES & TECHNICAL SPECIFICATION

Name of Work : Setting up of Office Cabin at 6th Floor of Golden Jubilee Block, HLL Lifecare Limited, Poojappura, Trivandrum.

Location of the Project: HLL Lifecare Limited, **Poojappura**, Trivandrum

Scope of Services: Setting up of office cabin at 6th floor of golden jubilee block of HLL Lifecare Limited.

The following are the major scope of work:

- Demolition works
- Additional Civil works
- Interior and allied works
- Supply & Installation of Furniture
- Electrical works
- Networking
- HVAC works

TECHNICAL SPECIFICATIONS

The work shall, in general, conform to the Latest CPWD Specifications for Civil with up to date correction slips for all sub heads of work as applicable, and, Technical Specifications included in the tender documents, wherever applicable. Wherever any aspect of design / construction / material standards is not covered under the above mentioned specification, relevant standards shall be referred to in the order of precedence which shall be as follows. In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed –

- a. Description of Schedule of Quantities
- b. Particular specification and Specific Condition, if any
- c. CPWD Specifications
- d. Indian Standard Specifications of BIS/ NBC/ IRC/ BS/ ASTM/ DIN
- e. For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.

TECHNICAL SPECIFICATIONS AND CONDITIONS- CIVIL WORKS

1. AUTOCLAVED AERATED CONCRETE BLOCK MASONRY WORK

- a. All Autoclave Aerated Concrete Block shall be sound, free of cracks or other defects which interfere with the proper placing of block units, impair the strength or performance of the construction. For mortar, use of PP Cement shall be preferred.
- b. Where block units are to be used in exposed wall construction, the face or faces that are to be exposed shall be free of chips, cracks or other imperfections except that if not more than 5% of a consignment contains slight cracks or small chippings not larger than 25mm, this shall not be deemed grounds for rejection.
- c. The manufacturer shall satisfy himself that the masonry units conform to the requirements of this specification and, if requested, shall supply a certificate to this effect to the purchaser or his representative.
- d. Autoclave Aerated Concrete Block with 100 mm thick masonry shall be provided with two number 6mm dia reinforcement steel bar at every third course. The payment of reinforcement shall be paid separately.
- e. Autoclaved Aerated Concrete Block confirming the IS Code – 2185 (Part-3) 1984 (Reaffirmed 2005)
- f. Laying of AAC Block masonry:

AAC Block masonry shall be in accordance with the recommendations of IS 6041 of 1985 and IS 1905 of 1987. The joint thickness shall be 10mm.

The laying of block may be started either at the corners first or it may be started from one end and proceed to the other direction.

The first course of the cellular block masonry shall be laid with greater care, making sure that it is properly aligned, leveled and plumbed, as this may assist the mason in laying succeeding courses to obtain a straight and truly vertical wall.

The design of wall should be such that cutting of blocks is minimized when leaving space for door and windows.

The mortar shall not be spread so much ahead of the actual laying of the units that it tends to stiffen and lose its plasticity there by resulting in poor bond.

Lay jointing chemical as per manufacturer's specifications uniformly over bed. Wet the blocks on all sides by using a tray filled with 20/25mm water and place them one by one and press it firmly to have proper bond. Fill the joints between the blocks.

The first course of the cellular block masonry shall be laid with great care making sure that it is properly aligned, leveled and plumbed, as this may assist the mason in laying succeeding courses to obtain a straight and truly vertical wall.

The mortar joint shall be struck off flush with wall surface and when the mortar stiffening, it shall be compressed tightly.

Before laying the mortar, two 10mm square rods can be placed on both the sides of the block to obtain uniform joint.

Ensure all the surfaces of the block which come in contact with cement mortar are wet to have proper bonding.

2. CEMENT PLASTER: - The use of PP Cement shall be preferred.

The joints in the brick work, concrete blocks, shall be raked to a depth of 15 mm while the masonry is green. Concrete surfaces to receive plaster shall be suitably roughened. All walls shall be washed with water and kept damp for 10 hours before plastering.

The plaster unless specified otherwise shall be average of 15 mm thick on walls and minimum 6 mm thick for the ceiling. The finished texture shall be as approved by the Project Manager. The mix for plaster unless otherwise specified, shall be one part cement and four parts sand, to walls and one part cement, 3 parts sand to ceiling.

The interior plaster shall be applied in one coat only. The surface shall be trowel led smooth to an approved surface. All plaster work shall be kept continuously wet for seven days.

The external plaster shall be minimum 20 mm. Preparations of walls to receive plaster work shall be the same as in internal plaster. Both layers of all external plaster shall be waterproofed with approved water proofing powder added to cement in proportion of 1.5 Kg. to 50 Kg. of cement as per the manufacturers' instruction, for both the coats.

For sand faced cement plaster, the finishing coat shall be in cement mortar 1:3, sand used shall be of selected colour, properly graded and washed so as to give a grained texture. Finishing plaster coat shall be 8 mm thick, uniformly applied and surface finished with special rubbing by sponge pads and other tools and recommended by the EIC.

For rough cast plaster, the backing shall be floated with 3 mm thick cement mortar 1:4 with fine sand, spread in small areas not exceeding 2 Sq.mt. at a time. While this coat is still wet, the rough cast containing a mixture of 1 part of cement, 2 parts of fine sand and 1 part of gravel, 3 to 6 mm size, shall be dashed on the floating coat, to a uniform thickness of 15 mm thick and finished even.

Curing:

Masonry work in cement or composite mortar shall be kept constantly moist on all faces for a minimum period of seven days. In case of masonry with fat lime mortar curing shall commence two days after laying of masonry and shall continue for at least seven days thereafter.

3. PAINTING

A. Material

This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for

the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

B. Scaffolding

Scaffolding as required for the proper execution of the work shall be erected. If work can be done safely with the ladder or jhoola these will be permitted in place of scaffolding.

C. Preparation of Surface

The surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or moth, grease and other foreign matter of brushing and washing, pitting in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement.

The prepared surface shall have received the approval of the Engineer in charge after inspection before painting is commenced.

D. Application

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform.

The lids of paint drums shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust.

Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

E. Brushes and Containers

After work, the brushes shall be completely cleaned of Paint and linseed oil by rinsing with turpentine. A brush in which Paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use, shall be kept closed and free from air so that Paint does not thicken and also shall be kept safe from dust. When the Paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

4. ALUMINIUM WORK

Aluminium sections used for fixed/openable windows, ventilators, partitions, frame work & doors etc. shall be suitable for use to meet architectural designs to relevant works and shall be subject to approval of the Engineer-in-Charge for technical, structural, functional and visual considerations.

The aluminium extruded sections shall conform to IS 733 and IS 1285 for chemical composition and mechanical properties. The stainless steel screws shall be of grade AISI 304. The permissible dimensional tolerances of the extruded sections shall be as per IS

6477 and shall be such as not to impair the proper and smooth functioning/operation and appearance of door and windows.

Before proceeding with any fabrication work, the contractor shall prepare and submit, complete fabrication and installation drawings for each type of glazing doors, windows, ventilators and partition etc. for the approval of the Engineer-in- Charge. If the sections are varied, the contractor shall obtain prior approval of Engineer-in-Charge and nothing extra shall be paid on this account.

5. TILE FLOORING

Tile flooring items in general are carried out as per the description of the item in the Bill of quantities and also as per the manufacturer's specifications / as directed by the Engineer – in – Charge.

Minimum Bed mortars for various types of flooring:

- Chequered tiles/stone flooring/kota stone flooring/granite flooring/ Ceramic glazed floor tile flooring/vitrified flooring - 20mm thick bed of cement mortar 1:4 (1 cement: 4 coarse sand). Anti Acid Tiles- 10 mm thick epoxy resin based adhesive.
- For dado, skirting and risers of steps in Chequered tiles/stone /kota stone
- /granite / Ceramic glazed floor tile /vitrified tiles- 12mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand).
- The vertical facia and drops shall be finished with epoxy resin based adhesive

6. FALSE CEILING

False ceiling items in general are carried out as per the description of the item in the Bill of quantities and also as per the manufacturer's specifications / as directed by the Engineer – in – Charge.

7. CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPES

CPVC pipes & fittings used in hot & cold potable water distribution system shall conform to requirement of IS 15778. The material from which the pipe is produced shall consist of chlorinated polyvinyl chlorides. The polymer from which the pipe compounds are to be manufactured shall have chlorine content not less than 66.5%. The internal and external surfaces of the pipe shall be smooth, clean and free from grooving and other defects. The pipes shall not have any detrimental effect on the composition of the water flowing through it.

8. GLASS PARTITION

For Partition:10 mm thick plain toughened glass as per design fitted over anodized aluminum slim line series partitions of size 45mm x 25mm size embedded in the floor and supported at top as detailed. The partition frame work above false ceiling to be fitted firmly to the true ceiling with necessary anchor fasteners. All the edges of glass shall have pencil nosing and machine polished. The joints in glass shall be filled with

colourless silicone sealant as per manufacturer specifications. All material shall be of approved make. All works complete as per the drawing, specification and direction of the Engineer /Architects.

For Doors: Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge

9. ALUMINIUM COMPOSITE PANEL/SHEET

Aluminium extruded tubular and other aluminium sections as per the architectural drawings and approved shop drawings , the aluminium quality as per grade 6063 T5 or T6 as per BS 1474,including super durable powder coating of 60-80 microns conforming to AAMA 2604 of required colour and shade as approved by the Engineer-in-Charge.

The all other item of work to be carried out as per the description of the item in the Bill of quantities and also as per the manufacturer's specifications / as directed by the Engineer – in – Charge.

Pre-laminated Particle Board:-

The pre-laminated particle board shall be off min. 12mm thick and shall be as per CPWD specifications keeping into consideration the size of the opening or as per tender drawings.

10. INTERIOR FIXTURE & FURNITURE:

Table, Storage unit, Pelmet and Work station items in general to be carried out as per the description of the item in the Bill of quantities and also as per the manufacturer's specifications / as directed by the Engineer – in – Charge.

11. MATERIAL

A. Cement

Cement shall in general comply the following specifications:

i) Types

The cement used shall be ordinary portland cement conforming to IS 8112 - 1989 (Latest revision) of grade 43/ IS 12269 - 2013 (Latest revision). PPC conforming to 1489 (Part I) - 1991 (Latest revision) can also be allowed without fly ash.

All cement shall be fresh when delivered. Cement shall be delivered in sound and properly secured bags or other packages ready for immediate use and shall be used direct from the bag. The contractor shall maintain for EIC' inspection a record of receipts and consumption of cement indicating the source, the age and the date of receipt of cement. Cement containing lumps which cannot be broken by a light touch of fingers

shall not be used in the works. Admixtures shall not be used without written consent of the EIC.

ii) Sources

The contractor shall use the cement as required in the work, from manufacturers as per list of approved makes or from any other reputed cement manufacturer having a production capacity not less than one million tons per annum,

Makes and sources of cement shall not be varied from those used for trial mixes; should a change be unavoidable the contractor shall submit his proposals for the prior approval of the EIC and then carry out new trial mixes unless otherwise directed by the EIC. Cement of different kinds shall not be mixed at any stage.

iii) Manufacturers' Test Certificates for Cement

The Contractor shall request the cement manufacturer to forward to his site office the Certificate of conformity in accordance with IS (Latest Revision), and he shall cause a copy to be supplied to the EIC within 48 hours of the arrival of the certificate, which shall not be later than 14 days from the day of delivery of the relevant consignment. The test certificate shall be related to the date of delivery at site of consignment. The frequency of deliveries shall be such as to ensure that no cement is more than 3 months old when used in the works.

iv) Samples of Cement

Samples of cement to be used in the works shall be deposited with the EIC for his approval together with a certificate stating the name and address of the Manufacturer, the name and address of the supplier from whom it was purchased. The EIC may from time to time take samples of the cement being used in the works for testing. The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The Contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the Contractor.

v) Storage of Cement

The contractor shall provide a proper separate weatherproof store building with raised floor for cement storage on the site and shall at all times protect the cement from damp or any other deleterious influences. Each consignment of cement shall be kept separately and the contractor shall be careful to ensure the consignments are used in the order in which they are received.

Incase cement gets affected from damp or any other deleterious influence; such cement shall not be used for construction work. The damaged cement shall be removed from the site immediately by the Contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the Contractor.

B.FINE AGGREGATE

Fine aggregates shall be natural sand or sand derived by crushing material like gravel or stone and shall be free from coagulated lumps. Sand derived from stone unsuitable for

coarse aggregates shall not be used as fine aggregates. The caustic soda test for organic impurities shall show a colour not deeper than that of the Standard solution. The amount of fine particles as ascertained by the Laboratory Sedimentation test shall not exceed 10% for crushed stones. The settling test for natural sand or crushed stone shall be made, and after being allowed to set in for three hours the thickness of the layer of silt deposited on the coarser material shall not exceed 8%.

The grading of a natural sand or crushed stone i.e. fine aggregates shall be such that not more than 5 (five) percent shall exceed 5 mm in size, not more than 10% shall pass IS sieve No. 150 not less than 45% or more than 85% shall pass IS sieve No. 1.18 mm and not less than 25% or more than 60% shall pass IS Sieve No. 600 micron.

Only washed sand of quality and grading specified herein above shall be used. Admixture of sand obtained by crushing natural stone may be permitted by the EIC, provided the mixture satisfies the requirements for the fine aggregates here in above specified. But not more than one part of the sand obtained by crushing natural stone may be added to two parts of washed sand.

INTERNAL ELECTRICAL WORKS

PVC Conduit

All conduits shall be high impact rigid 2mm thickness PVC heavy duty type and shall comply with I.E.E. regulations for non-metallic conduit 2mm thick as per IS-9537/1983 (Part-III). All sections of conduit and relevant boxes shall be properly cleaned and glued by using epoxy resin glue and the proper connecting pieces. Inspection type conduit fittings such as inspection boxes, drawn boxes, fan boxes and outlet boxes shall be M.S. or otherwise mentioned. Conduit shall be terminated with adopter/PVC glands as required.

Separate conduit shall be used for:

- 1) Normal light, fan, call bell
- 2) 16 A power outlets
- 3) Emergency Light Point
- 4) Fire alarm System
- 5) Computer Outlets
- 6) P.A System
- 7) Telephone system
- 8) TV Network
- 9) Or any other services not mentioned here.

Switch Boxes

The switch boxes shall be zinc passivated & shall not be less than 18 SWG thick. It will be so designed that accessories could be mounted on integral pedestals or on adjustable flat iron mounting straps with tapped holes by brass machine screw. Leaving ample space at the back and on the sides for accommodating wires and check nuts at conduit

entries. These shall be attached to conduits by means of check nuts on either side of their walls. These shall be completely concealed leaving edges flush with wall surfaces.

Earthing terminal inside box shall be provided.

Molded plate switches screw less as specified in item of work shall be provided. No timber shall be used for any supports. Boxes, which come within concrete, shall be installed at the time of casting. Care shall be taken to fix the box rigidly so that its position is not shifted while concreting.

Wiring

All the wiring installation shall be as per IS: 732 with latest amendment.

Maximum number of PVC insulated 650/1100 V grade/copper conductor cable conforming to IS: 694-1990.

Conduit size	20mm		25mm		32mm		40mm		50mm		60mm	
	S	B	S	B	S	B	S	B	S	B	S	B
1.50	7	5	12	10	20	14	-	-	-	-	-	-
2.50	6	5	10	8	18	12	-	-	-	-	-	-
4	4	3	7	6	12	10	-	-	-	-	-	-
6	3	2	6	5	10	8	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	-	4	3	7	6	-	-	-	-
25	-	-	-	-	3	2	5	4	8	6	9	7

Notes:

The above table shows the maximum capacity of conduits for a simultaneous drawing in of cables.

The columns heads 'S' apply to runs of conduits which have distance not exceeding 4.25 m between draw in boxes and which do not deflect from the straight by an angle of more than 15 degrees. The columns heads 'B' apply to runs of conduit which deflect from the straight by an angle of more than 15 degrees.

L.T. CABLES & WIRE

a) Wires

The design manufacture, testing and supply of single core LEAD FREE FRLS PVC insulated 1.1 KV grade multi-stranded twisted wires under this specification shall comply with latest edition of following standards.

IS:3961 Current rating for cables.

IS:5831 PVC insulation and sheath of electric cables.

IS:694

PVC insulated cables for working voltage up to and including 1100v

olts. IEC:754(i) FRLS PVC insulate cable.

Copper multi-stranded twisted conductor FRLS PVC insulated wires shall be used in conduit as per item of work.

The wires shall be colour coded R Y B, for phases, Black for neutral and Green for earth.

Progressive automatic in line indelible, legible and sequential marking of the length of cable in meters at every one metre shall be provided on the outer sheath of wire.

The material & insulation of wires shall be ROHS compliant (Reduction Of Hazardous Substance) and shall comply the following directives:

EU Directive 2002/95/EC Issued Jan 2003

EU Directive 94/62/EC and 2004/12/EC

(amendment) EU Directive 91/338/EEC

EU Directive 91/157/EEC & 98/101/EC (amendment)

b) Cables

The design, manufacture, testing and supply of the cable under this specification shall comply with latest edition of following standards:

IS:8130 Conductors for insulated electrical cables and flexible chords

IS:7098 XLPE insulation and sheath of electric cables.

IS:3975 Mild steel wires, stripes and tapes for armouring cables.

IS:7098 Current rating of cables.

IS:7098 XLPE insulated (heavy duty) electric cables for working voltage upto and including 1100volts.

IS:424-1475(F-3) Power cable-flammability test.

Specification for cross-linked polyethylene insulated XLPE sheathed cable for working voltage upto 1.1 KV.

Specification for XLPE insulated (heavy duty) electric cables for working voltages upto and including 1100 volts.

ASTM-D: 2863 Standard method for measuring the minimum oxygen concentration to support candle-like combustion of plastics (Oxygen Index).

ASTM-D: 2843 Standard test method for measuring the density of smoke from the burning or decomposition.

IEEE:383 Standardfortypeof testClass-IE,Electriccables,fieldsplicerandconnectionsfor power generation station.

ASTME: 662IEC:754(x) Standard test method for specific optical density of smoke generated by solid materials.

IS: 10418 Cable drums.

HVAC

- ***Air conditioning system with hi wall split units is proposed***
- All materials should conform to ECBC standards.
- Environmental friendly refrigerant such as R410/R407 is proposed
- For the refrigerant flow Copper Pipes of required sizes with required insulation is considered.

NETWORKING

- Cat 6 SL Series Patch cord - 2 Mtr - Yellow , LSZH
- 2-port British Style Shuttered faceplate, WHITE
- CS37Z3, ETL Verified Category 6 U/UTP Cable, low smoke zero halogen, Gray jacket, 4 pair count, 1000 ft (305 m) length
- Cat 6 24-port , Modular Jack Panel, 1U
- 48 port Switch for LAN

DRAWING



HVAC DRAWING

