

HLL Infra Tech Services Ltd. (HITES)
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

REQUEST FOR PROPOSAL
FOR
PROVIDING OPERATION AND MAINTENANCE SERVICES AT
GOVERNMENT MEDICAL COLLEGE, KONNI



MARCH 2023

HLL INFRA TECH SERVICES LTD.
GOLDEN JUBILEE BLOCK, HLL BHAVAN
POOJAPURA, TRIVANDRUM

NIT

NOTICE INVITING TENDER

BID NO.: HITES/FMD/GMC-KONNI/2022-23/234

HLL INFRA TECH SERVICES LTD.
(SUBSIDIARY OF HLL LIFECARE LTD., A GOVT. OF INDIA ENTERPRISE)

Sealed Bids are invited from eligible empanelled Facility Management partners of HLL Infra Tech Services Ltd. for “Providing Operation and Maintenance Services at Government Medical College, Konni”. The eligibility criteria and other details are available at our website www.lifecarehll.com, www.hllhites.com, CP Portal. **The last date of receipt of bids is 03.04.2023.** Prospective bidders are advised to regularly browse the website for Corrigendum/Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

Associate Vice President (FM)
HLL Infra Tech Services Ltd.

DISCLAIMER

HLL INFRA TECH SERVICES LTD. (HITES) HAS PREPARED THIS DOCUMENT TO PROVIDE BIDDERS, THE BACKGROUND / INFORMATION FOR “PROVIDING OPERATION AND MAINTENANCE SERVICES AT GOVERNMENT MEDICAL COLLEGE, KONNI , HEREINAFTER REFERRED TO AS “PROJECT”. INFORMATION IS ALSO PROVIDED TO BIDDERS ON THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER TERMS AND CONDITIONS SUBJECT TO WHICH SUCH INFORMATION IS PROVIDED.

THIS DOCUMENT IS NEITHER AN AGREEMENT NOR IS AN OFFER OR INVITATION TO ANY PARTY. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INTERESTED PARTIES WITH INFORMATION TO ASSIST THEM IN FORMULATION OF BID. THE INFORMATION IS GENERAL IN NATURE AND NOT INTENDED TO BE EXHAUSTIVE. BIDDERS ARE REQUIRED TO MAKE THEIR OWN INQUIRIES AND THEY SHALL BE DEEMED TO HAVE DONE SO AND NOT TO HAVE RELIED MERELY AND SOLELY ON THE INFORMATION PROVIDED IN THIS DOCUMENT.

THE INFORMATION PROVIDED IN THE DOCUMENT IS NOT BINDING ON HITES, OR ANY OF THEIR AUTHORITIES OR AGENCIES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR ADVISORS.

HITES RESERVE THEIR RIGHT TO NOT TO PROCEED WITH THE PROJECT OR TO CHANGE THE CONFIGURATION OF THE PROJECT, TO ALTER THE TIMETABLE REFLECTED IN THIS DOCUMENT OR TO CHANGE THE PROCESS OR PROCEDURE TO BE APPLIED IN PLANNING/EXECUTION. THEY ALSO RESERVE THEIR RIGHT TO DECLINE TO DISCUSS THE PROJECT FURTHER WITH ANY PARTY SUBMITTING THE TENDER.

NO REIMBURSEMENT OF ANY KIND WILL BE PAID TO PERSONS OR ENTITIES SUBMITTING THEIR TENDERS/ BIDS.

DEFINITIONS

- i) **“Application”** shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HITES.
- ii) **“Bid”/“Tender”** shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- iii) **“Bidder (s)”/ “Tenderer(s)”** shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- iv) **“Earnest Money Deposit (EMD)”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 1.1 of Section I.
- v) **“Client”** means Government Medical College, Konni or their authorized representatives.
- vi) **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
- vii) **“Service Provider”** shall have the same meaning as Successful Bidder/Contractor and with whom the Contract Agreement has been signed.
- viii) **“Evaluation Committee”** shall mean the committee constituted by HITES for the evaluation of the bids.
- ix) **“HITES”** shall mean HLL Infra Tech Services Limited, who has been appointed by Government Medical College, Konni as executing agency for providing Operation and Maintenance Services at Government Medical College, Konni
- x) **“Implementation Agency”** shall mean the firm(s) selected by HITES for providing the Operation and Maintenance Services at Government Medical College, Konni
- xi) **“LOA”** Letter of Award shall mean the letter issued by the HITES to the Successful Bidder inviting him to sign the Contract Agreement
- xii) **“Project”** shall mean providing Operation and Maintenance Services Government Medical College, Konni for which this RFP has been issued.
- xiii) **“Site”** shall mean the place where the location of Government Medical College, Konni for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP.
- xiv) **“Start of Work”** shall mean the date of commencement of works by the Service Provider as defined in clause 1.2 of Notice Inviting Bid.

SECTION- I
NOTICE INVITING TENDER (NIT)

1. Brief description of the project:

Government Medical College, Konni has nominated the HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Facility Management work at its Government Medical College, Konni The scope of work includes:

- Operation & Maintenance of Electro Mechanical installations & minor Civil works.

1.1 HLL Infra Tech Services Limited invite tender from eligible empanelled partners in Facility Management services of HITES for “Providing Operation and Maintenance Services at Government Medical College, Konni” for the following works:

Table – I

Sl. No.	Name of the Work	Estimated Cost in Rupees	EMD in Rupees	Duration of work	Cost Of Bid Document
1	Providing Operation and Maintenance Services Technical Services - Operation and Maintenance Services of MEP, HVAC, LV System, DG Sets, Transformers, Gas Plant, Lifts, Fire fighting.		25000	1 year	Nil

1.2 Bid Activity Schedule :

1	Availability of NIT at HITES Website	24.03.2023
2	Last Date for Sale of Bid	03.04.2023
3	Pre- Bid Conference	28.03.2023 at 11.00 Hrs. at HITES Trivandrum
4	Last date & time of submission of Tender	03.04.2023 at 15.00 Hrs at HITES Trivandrum
5	Date, Time & Venue of opening of Bid	03.04.2023 at 16.00 Hrs. At HITES, Trivandrum
6	Date of submission of Bank Guarantee Performance Security	Within 15 Days from the date of issue of LOA
7	Date of signing of contract agreement	21 days from the date of issue of LOA
8	Date of Commencement of Work	21 days from the date of LOA

1.3 Tender Documents:

Bid document for each work consists of:

Part I: Technical Bid

Section I: Notice Inviting Bid

Section II: Instructions to Bidders (Including Annexures)

Section III: General Conditions of Contract (GCC)

Part II: Financial Bid

Section IV: Form F

1.4 Important Information:

- (i) Agencies Empanelled in **Class “A, B & C and Category (i,ii,iii,iv,v)** are eligible to quote.
- (ii) While bidding for Services, Bidder shall quote for all the services/items in the price bid.
- (iii) The bidder who quotes for more than Service shall give order of preference for the award of works. The order of preference given by the bidder shall be considered for award of work in case their bid is L1.

1.5 Preparation of Bid:

The bid for each work shall comprise of TWO PARTS –

- a) **Technical Bid:** EMD shall form Part I of the Bid.
- b) **Financial Bid:** Price quoted by the bidder in Form F shall form Part II of the Bid.

1.6 Points to be noted :

Signing of Bid:

1.6.1 The authorized signatory of the Tenderer shall sign each page of the tender.

1.6.2 In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized.

1.6.3 Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.

1.7 Responsiveness of Bid :

A bid shall be declared non- responsive if:-

- (i) It is not submitted in sealed envelope in the prescribed manner.
- (ii) It is not accompanied by envelope containing

(a) EMD

(b) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.

1.8 The successful bidder shall be required to execute a Contract Agreement within 21 days of issue of Letter of Award, failing which the Earnest Money shall be forfeited and the offer treated as withdrawn.

(i) The Terms of Reference and Conditions of Contract (Bid Document) can also be downloaded from websites www.lifecarehll.com / www.hllhites.com / CPP. The offer must be delivered in separate sealed cover for each work to the address mentioned below on or before **15.00 hrs of 03.04.2023**

(ii) The Offers must be delivered to the address below on or before 15.00 hrs of 28.03.2023. The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Technical bid are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD for the bid and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed “**Offer for Providing Operation and Maintenance Services at Government Medical College, Konni**”

(iii) HITES, reserves the right to accept or reject any or all bids without assigning any reasons. No bidder shall have any cause of action or claim against the HITES for rejection of his/their bid.

1.9 The Financial bids submitted without **EMD** in the form of a Bank Draft for an amount indicated in table I **OR** Bank Guarantee of equivalent amount from a Schedule Commercial Bank in India acceptable to the Client in favor of “HLL Infra Tech services Limited, payable at Trivandrum” shall be treated non-responsive and shall not be opened. The format of the Bank Guarantee shall be as per Form-B annexed to Sec-II, ITB. The said Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the Bid (i.e. 120 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof).

1.10 Tender Evaluation:

The Technical Bids will be evaluated based on the eligibility criteria and performance in previous/ongoing projects with HLL/HITES will be criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.

1.11 Further information if any, may be obtained from the address and telephone no. given below:

**Associate Vice President (FM)
HLL Infra Tech Services Limited
HLL Bhavan, Poojapura
Trivandrum
Phone : 0471-2775529**

SECTION- II

INSTRUCTION TO BIDDERS (ITB)

2 **Brief Description of Project:**

Government Medical College, Konni has nominated HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Comprehensive Facility Management work at Government Medical College, Konni

2.1 SCOPE OF SERVICES: The scope of services of the service provider under this Contract shall include but not be limited to the followings:

- Operation & maintenance of Electro Mechanical installations and Minor Civil Work

General Instructions:

1. The Service Provider will have to provide standard liveries and PPEs as approved by HITES to its O & M staff. The staff shall be in proper uniform all the time with their identity card properly displayed. The contractor shall provide three set of uniform for the first year and thereafter two sets of uniform per year, one pair of shoe per year. In case the contractor is supplying unstitched cloth, the stitching charges as applicable shall be borne by the Service Provider
2. The persons to be deployed by the Service Provider should be well trained, have requisite experience and skill for carrying out their specific work by using appropriate material, tool and equipment.
3. The Service Provider will arrange all items needed for his staff viz, Bio-metric attendance monitoring system, computerized inventory control of stores, consumables, logbook of machine running records and daily duty roster chart etc.
4. The service provider will arrange for monitoring system (live) to monitor the staff attendance and performance related parameters that will not be limited to software application based on Desktop/Mobile app at any central location.
5. The Service Provider should have ensured the Health and safety measures of their employees and also that all doses of Covid vaccines have been taken.

General Requirements and Documentation

- Organizational structure and line of authority
- Manual and all SOP (Standard Operating Procedures)
- List of equipment used Color coding
- On job training and documentation
- Description for each category of O & M Services
- Empathetic and polite behavior with patients, visitors and hospital staff.
- Personal Protective Equipment for the staff
- HBV vaccination of all staff

- Maintaining records / details of
 - a) Complaint Book
 - b) Duty Roster / Deployment Sheet Staff
 - c) Inventory of Stores
 - d) Accident / theft Register
 - e) Logs and checklists.

SPECIFIC TERMS AND CONDITIONS

1. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. All staff should be obtained Police verification Certificate. The copies of the police verification certificate shall be submitted to the HITES authority within 15 days of the date of joining.
2. All the rates quoted by the bidder shall remain unchanged during the period of contract except Manpower charges, which may be revised in case of Minimum Wages at Labour Department, GoK. This revision will, however, be restricted to revised Minimum Wages Only. No Service charge increase due to minimum wages changes.
3. The contractor shall ensure that their managers / supervisors are equipped with mobile phones, and are available round the clock hours.
4. The Service Provider shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include the Minimum Wages Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
5. The Service Provider shall not engage/employ persons below the age of 18 years.
6. The Service Provider shall pay wages directly to his workmen through bank and the details of payment shall be submitted to HITES every month. The applicant shall also ensure that no amount by way of commission or otherwise is deducted and recovered from the wages.
7. The Service Provider shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The applicant shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law. The applicant shall be responsible for provision of shelter, toilet facilities, canteen facilities, dress changing facilities etc., as required by laws.
8. The Service provider would not take/submit claim for benefits or avail benefits/subsidies available under various Central/State government scheme unless a written permission is provided by HITES.

9. The Service Provider shall provide:
 - a) Proper identification cards to his employees as per the prescribed format, The I.D card should contain the employees' age, address, photograph etc.
 - b) The Service Provider shall provide uniforms, shoes and other required items and equipment to the employees engaged by him for security purposes.
 - c) The Service Provider shall provide sufficient tools for providing effective services to the respective areas.
 - d) The staff should obey the orders of the Officer in Charge of HITES.
10. The personnel deployed by the Service Provider for the job shall meet the following requirements:
 - a) Should be medically fit.
 - b) Should possess good conduct and discipline.
 - c) Should not have a criminal record.
11. A Service Provider shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent to any misunderstanding or otherwise shall be allowed. The applicant shall be responsible for arranging and maintaining all materials, tools and access, facilities at his own cost, for workers and all other services required for executing the work. Submission of this bid implies that the bidder has read the terms and conditions and read all the documents and has made themselves aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work. By submitting the bid, it is assumed that the agency has taken the complete responsibility of fire evacuation in case of fire in the Medical College and allied Hospital.
12. Weekly off is to be given to the staff after continuously working of 6 days. Overtime is discouraged.
13. The contractor shall not assign or sublet this agreement or any part thereof to any third party without prior written approval from HITES.
14. Training on behavior aspects and ethics must be imparted regularly to all security staff.
15. The Service Provider shall strictly observe that its personnel.
 - a) Are always smartly turned out and vigilant.
 - b) Are punctual and arrive at least 15 minutes before start of their duty time.
 - c) Take charge of duties properly and thoroughly.
 - d) Perform their duties with honesty and sincerity.
 - e) Read and understand their post and site instructions and follow the same
 - f) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to HITES site in charge.
 - g) Shall not smoke in the hospital premises.
 - h) Maintain Check Register of each equipment.

2.1.1 OPERATION & MAINTENANCE OF BUILDING UTILITIES

Objective:

Operation and Maintenance of building utilities are the most vital of the services in the hospital. The efficiency of entire patient care delivery system of the hospital depends on their efficiency. Even the slightest breakdown of power supply system, information system communication system or malfunctioning of vital equipment can have catastrophic effects in the patient care.

Functions of the Operation and Maintenance Department (O&M):

1. Planning and implementation of a program of planned preventive maintenance of all the facilities/services under their responsibility.
2. Ensuring that all the facilities, systems and services under the scope of O&M are well maintained and kept in a state of optimum operational efficiency.
3. Maintaining an up-to-date inventory of all the equipment available and their distribution in the hospital.
4. Maintaining an up-to-date history sheet for each and every/ equipment unit in the hospital.
5. Anticipating the requirement of commonly required spares and arranging for their adequate stocking.
6. Ensuring that break down maintenance is prompt enough to ensure uninterrupted services through AMC Providers
7. Ensuring that the facilities/services coming under their scope are safe and hazard free.
8. Ensuring that the facilities/services under their scope are in compliance with the relevant legal provisions.
9. Ensuring that the facilities/services provided under their scope of responsibility are conducive to efficient and high quality patient care.
10. Ensuring that the facilities/services provided under their scope of responsibility are conducive to efficient and high quality patient care.
11. Ensuring that the services under their scope are provided at the minimum possible operating costs.
12. Playing an active role in successful planning and implementation of the Equipment Audit program
13. Advising the management about the most cost-effective ways of managing the facilities/services under their purview (saving of energy/ water, purchase of equipment with low life cycle cost and high efficiency).
14. A program of continuous training of staff.
15. Planning and implementing a program of Quality Management of O&M service department.
16. Energy saving and energy management
17. Software enabled complaint monitoring system.

18. Efficient utilization of maintenance consumables/spares and inventory management for the same.
19. Efficient day to day maintenance management.
20. Upkeep of all installations.

Scope of Operation and Maintenance of Building Utilities:

The Service Provider is required to employ and manage sufficient and suitable manpower for operation and maintenance of Building Utilities which are available the Hospital and its complex.

The facilities to be maintained and services are to be provided under the Operation and Maintenance of Building

1. HT Sub-station
2. Alternative power supplies including Diesel Generator, UPS and Solar System
3. HVAC System including chillers, AHUs and connected machineries
4. Plumbing and Sanitary fittings
5. Water Pumps
6. Medical gas plant
7. Internal Electrification
8. Day to day breakdown maintenances
9. Street/yard Lighting
10. Minor Complaints related split/window/cassette AC's
11. Reception and counter management
12. Qualification
 - a. **Supervisor** (High Skilled) -Diploma in respective field with minimum 3 years' experience or ITI with 5 years' relevant experience
 - b. **Skilled Technician**-Diploma with 1 years' experience or ITI with minimum 2 years' relevant experience
 - c. **Semi-Skilled Technician** ITI with minimum 1 years in respective discipline
 - d. **Technical Helper (Semi-skilled)** 10th pass with 3 years' experience.

Civil Works

The Service Provider shall maintain all assets of Civil works created through this agreement. Service Provider shall be responsible to attend all complaints that arise through any medium in the spirit of maintaining the campus and all assets in impeccable condition. Accordingly, depending upon the number of complaints, the agency shall employ the number of workers to attend the complaint within prescribed time frame. All workers shall be qualified and trained for the assigned works. In all cases the complaint shall be attended in the specified duration as mentioned below:

No Delay Complaints

The following complaints shall be attended within 6 hrs on receipt:

- a) Removing chokage of drainage pipes, manholes.
- b) Restoration of water supply.
- c) Leakage of water supply pipes.
- d) Repair of overflowing cisterns/tanks.

Minor Complaints

The following complaints shall be attended within 24 hrs. on receipt:

- a) Replacement of glass panes.
- b) Carpenter complaints.
- c) Mason complaints, such as patch plaster, corner repair, etc.

Major Complaints

Complaints other than no delay and minor complaints shall be attended with in shortest reasonable time

Electrical and Mechanical Works

Service Provider shall maintain and operate all MEP assets created through agreement.

Internal Electrical Installations and Outdoor Lighting

The scope of all work includes maintenance of Electrical Installations and Solar PV System created through agreement for Hospital and allied buildings including street lighting etc. The following activities are covered under the scope of work:

- a) Taking steps for preventive Maintenance.
- b) Checking of DB's, main boards and rising mains etc.
- c) Cleaning of fans and fittings once in a year or as required.
- d) Insulation test and recording the test results once a year.
- e) Earth test and recording the test result once a year.
- f) Maintenance activities carried out as per schedule would be recorded in the Maintenance register. When tests are carried out the test result would be recorded with appropriate identification references and got authenticated by GMC-Konni/HITES.
- g) Maintenance of all type of wiring in the hospital building including street lighting etc.
- h) Repair & replacement of all type of fittings to make the installation functional.
- i) Repair and rewinding of A.C. ceiling fan, exhaust fan, replacement of ball bearing/ bush, capacitor etc.
- j) Replacement of modular 6, 16 amps 1 way/ 2-way switch, socket, bell push, telephone socket etc. and call bell, wall bracket fitting, choke starter etc.
- k) Replacement of faulty SP/DP/TP/FP MCB, Isolators and MCCB's etc. to keep the installation intact and functional.
- l) Replacement of LED fittings and their driver, choke, tube, HPSV/MH lamp Halogen Lamp, CFL lamp, Igniter etc.

In case of wiring of any circuit or point or sub-main is burnt/ damaged the replacement of faulty wiring will be executed by Service Provider within the scope of the contract.

In case UG cable at feeder pillar/street light pole/near main board or en route is damaged the Service Provider shall repair and make straight through joint to make the installation healthy and functional.

Service Provider shall take prompt action to attend any complaint assigned to it through site order book/ verbal instruction from GMC-Konni/HITES or on telephones from occupants. In all cases Service Provider will attend the complaints in the specified duration as mentioned below: -

- a) Complaints of emergency nature (such as electricity not being available) shall be attended within hours.
- b) Minor complaints will be attended within 24 hours.
- c) Major complaints will be attended within 15 days or as decided by GMC-KonniC/HITES.

Sub Stations and DG Sets

The scope of work includes operation and maintenance of Sub Station and DG sets, HSD storage tanks & pumping system.

- a) Annual maintenance of Substation equipment i.e. servicing of HT Panels, LT Panels, PT's, calibration of IDMT relays, as and when required.
- b) Repair and replacement of MCCB/ FSU, indicating instruments, meters etc. in HT panel, LT panels/ feeder pillars etc.
- c) Repair and replacement of internal wiring, fuses, MCB in HT/LT panel whenever required.
- d) Carrying out B check of DG sets (replacement of all filters and lube oil, coolant corrosion register element etc. Regular checking and maintenance of Cooling Towers, HSD storage tanks, fuel pumping system, cabling and all related components for smooth operation.
- e) Replacement of battery terminals, hose pipes, V belt etc. whenever needed.
- f) Topping of distilled water in the batteries, replacement of battery whenever required.
- g) Cleaning of DG Sets, AMF panel and making minor adjustment / repair whenever required to make the DG set functional.

Daily Routine Checks

- a) Keep the Substation and DG Set Room clean: wipe out dirt from external surface of engine, generator and control panels, transformer, HT panel etc.
- b) Check the levels of diesel in daily services tank, lubricant oil, in engine crankcase, and water in radiator. Fill / Top up as necessary.
- c) Inspect the engine for leakage of diesel oil, engine (lub.) oil, and coolant .
- d) Check that the selector in control panel is in AUTO mode.
- e) Record the reading of voltage of supply and engine battery voltage.
- f) Run each DG Sets for a period of 5-10 minutes daily for testing and entries of these tests shall be recorded in log books of each DG Sets.
- g) Checking the LT panel etc. for local heating of any feeder.

Weekly Checks

Check the automatic starting of engine by switching of the main supply to the AMF panel. Run the set on load for 15 minutes. Observe for any abnormality of noise. Vibration, bearing surface heating (whether warm), engine pick up, voltage level and frequency.

Check the level of electrolyte in the battery of the engine. Top up with distilled water as necessary. If the battery needs charging (as can be judged by the cell voltage). Arrange for its charging early and also examine whether trickle charger is defective.

Check whether all panels, lamps, fuses & instruments are healthy in the control panel.

Monthly Checks

- a) Check engine radiator for air restriction if any. Clean up Check the conditions of drive belts, hose and radiator cap.
- b) Clean the battery terminals and apply grease to prevent corrosion. Check specific gravity of the electrolyte.
- c) Check the exhaust system for leakage, corrosion and vibration, see whether the exhaust smoke is not very dark.
- d) Check that there is no restriction to air flow in air cleaner.
- e) Check that oil heater is functional.
- f) Check coupling with alternator for any sign of fatigue.

Six Monthly Checks

- a) Inspect the electrical control panel and starters to see that all power/control contacts are clean all terminations, including control cables. Tighten as required.
- b) Inspect all cable end terminations, including control cables, tighten as required.
- c) Check all safety control and alarms in the set supply system.
- d) Check and change filters of diesel oil, engine (lub.) oil, coolant and air cleaner element of the engine after checking total hours of operation and manufacture's recommendation. Drain and change the cooling water.
- e) Check the belt tension. Tighten if required.

Annual Checks

- a) Inspect the fuel tank for any sedimentation. Clean up.
- b) Replace the engine oil as per hours of operation and recommendation of the manufacturer.
- c) Check shaft alignment and condition of anti-vibration mountings, in case any abnormal noise or vibration is observed.
- d) Blow through radiator core in a direction opposite to the normal flow of air (Reverse flushing). Conduct megger test on all cabling, mains and control wiring motors, and earth test,

Water Treatment Plant/ R.O/ Fire Fighting Systems/Heat Water generator/Heat Pump

- a) The scope of work includes Operation and comprehensive maintenance of water supply pump set, firefighting pump sets, water treatment plant including filters, softeners, Solar Hot Water System, Centralized R.O, Heat Pumps etc.

- b) Repair / rewinding of pump sets, replacement of ball bearing, impeller, gland plate etc. as per requirement to keep the system functional.
- c) Repair/replacement of starters, MCCB, contactor, pressure switch, relay etc. for water supply and firefighting pump set.
- d) Rectifying any leakage in the pipe line of fire fighting systems, replacement of any accessories of firefighting system whenever needed.

Daily checks

- a) Checking of the power supply of all the panels in Plant Rooms.
- b) Checking of the healthiness of battery and battery water/electrolyte as required.
- c) Checking of the fault indication of the panel and rectify the same.
- d) Checking of whether signals of fire and fault condition are transmitted from detector / devices on main control panel.

Weekly Checks

- a) Checking of the water level in the fire tank/terrace tank and fill-up the tank.
- b) Checking of the all glands/valves at the terrace and prevent leakage, if any
- c) Checking of the healthiness of the power supply of main control / starter panel, voltage, fuses, remote starters, contactors, power, connection etc.
- d) Checking of the status of hose pipes, nozzles, sprinklers etc.
- e) Checking the working condition of the pump- motor set

Monthly Checks

- a) Test checks auto-manual function of pressure switch of the down comer system.
- b) Check and clean the Y-strainer/stop valves flange gaskets as reqd.
- c) For making the users familiar with the system, Fire drill shall be carried out. Local fire service and nodal officers in charge of various parts of the building shall be involved in conducting fire drill. Operation of the system shall be demonstrated so that all users are confident of the system and aware of their duties and responsibility during fire.
- d) For DOWN COMER SYSTEM, work i/c tests/ checks would be carried out as per the demand of the installation and/ are, as per direction of GMCK/HITES and proper logbook would be maintained

Healthiness of System:

- a) The Healthiness of the system shall be checked through fortnightly testing. During the fortnightly testing a particular block shall be taken up all internal hydrants and adjoining yard hydrant of all the building would be operated and checked.
- b) During the subsequent fortnightly different blocks shall be selected so as to ensure that all the internal hydrants and yard hydrants of all the block is checked once in six months.

Solar Hot Water System:

Yearly System Inspection:

- a) Check for any evidence of water leakage from tank, pipes, panels or relief valve. Check the pipe, tank, heat exchanger, absorber connections carefully.
- b) Proper system operation.
- c) Check for any loose wires and wire connections.
- d) Check for tightness of panel mounting bolts.
- e) Check for Dirt on panels – clean if necessary.
- f) Check for cracked insulation – replace or paint it, as necessary.

HVAC Works

Scope of work would include the following:

- a) Monthly maintenance services as per the manufacturer's Guidelines / maintenance Manuals shall be provided. In Emergency breakdown, troubleshooting to be provided and breakdown would be attended immediately & thereafter submit service report to GMC-Konni/HITES.
- b) Required spare parts, consumables would be made available.
- c) All Equipment and electrical panels of the AC Plant would be running at the design efficiency without any interruption during 24 hrs Operation.
- d) Check at regular interval for filter clogging and clean, replace same as per the filtration requirement.
- e) Particle Count (twice in a year) and DOP test in all Operation Theatres and Critical Care areas would be carried out once in a year.
- f) Provide cooling tower chemical and chemical treatment to keep cooling tower Water quality as per required quality after virtual completion entire period.

Work to be done on every day basis:

- a) Reading of the suction and discharging pressure, oil pressure, oil and gas level, suction and discharging pressure of pumps, voltmeter & Ammeters etc. would be checked and recorded in the LOG BOOK (provided by the Service Provider on hourly basis. Necessary action is to be taken if the reading is not normal.
- b) Check all electrical motors and their bearing for abnormal noise/heating and to take necessary action if found abnormal.
- c) Check water level in the make- up water tank on terrace and check functioning of float valve. See proper function of the circulation pumps.
- d) Drain out water and clean the AC plant room/cooling tower/AHU's etc. as and when required/scheduled.
- e) Check inside ambient conditions i.e. DB, WB, & RH of all the AHU's and record on hourly basis. Filters of the AHU's/fresh air inlet etc. would be cleaned regularly as per schedule.
- f) Any other work required for the equipment for proper functioning.

Work to be done on weekly basis:

- a) To check refrigerant system.
- b) To clean all the strainers and the filters.
- c) To check the alignment/looseness of all the belt driven equipment and rectify if required.

- d) Filters of AHU's/fresh Air inlet etc. would to be cleaned regularly as per service maintenance schedule.
- e) To check water inside the make-up tank for hardness/dirty and fill with soften water if required
- f) Clean of grills and diffusers.

Work to be done on monthly basis:

- a) To check the gland /seal, coupling of pumps.
- b) Checking the alignment & conditions of all rubber couplings between pumps.
- c) Checking all bolts, nuts for tightness.
- d) To check the solenoid valve, safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipment.
- e) To check all AHU ducts/insulation/proper positioning/damage and rectifying the same where ever required.
- f) Purging of air from all water coils.
- g) Coil to be cleaned by a) spray of high pressure clean water (not exceeding 30 psi b) with chemical spray, if necessary.
- h) Cleaning of condensate pans, trays & drains.
- i) Checking the tension of all belts drives & adjust as necessary.
- j) Checking of all fan bearings & lubricate with grease as necessary.
- k) Checking all operating pressure & temperature of Chillers.
- l) Checking of refrigerant level, leak test with electronic leak detector of Chillers.

Work to be done after every three month:

- a) To check and lubricant (if required) the bearing of the pumps/motors and keep the proper record.
- b) The check the foundation bolts of the pumps / motors and to take the necessary action if required.
- c) Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc as and when required.
- d) Check the performance of each equipment of HVAC plant for proper functioning.
- e) All the equipment/installations shall always be kept in good and trouble free operating conditions. Further, all the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.

Lifts

- a) Service Provider would depute trained supervision staff for the maintenance and up keep of the lift in safe operating conditions.
- b) The technician/lift mechanic would make entries in the logbook of the service and other works carried out by him. The lift mechanic of the company shall certify in the logbook that "the lift is fit for use" and that all the safety devices are working. He shall also mention his name with dates and time in the logbook.
- c) The complaint lodged over telephone shall be made by the GMC-Konni officials/HITES and the same will be entered in the logbook and the said complaint would be attended within 24 hours by the firm.

- d) The maintenance, routine as well as preventive would be carried out as per manufactures standard prance.

Boom Barriers

Maintain the perimeter automation system installed at the site

This maintenance contract includes periodical service to the System and repairing the existing worn-out/defective part(s) immediately.

All the complaints shall be attended within reasonable time after receipt of complaint for breakdown of the equipment within 24 hours.

ELV

All LV works like CCTV /Access Control/LAN/IPABX/Information Display System/ Audio Visual System Stage Lighting/ Public Address/ Fire Alarm Control System/ BMS/ Nurse Call System/ SCADA etc will have to be maintained:

- a) T & P shall be arranged by the Service Provider.
- b) The Engineer/Technician deployed will have abundant knowledge of latest IT system/Equipment installed at site.
- c) Normal maintenance i/c cleaning of all LV equipment, checking of line devices, cameras/ panels/ detectors/ MCPs/ Hooters/ DDC controllers/ Amplifiers/ NCS central controllers/Bed side units/ Remotes/ SCADA etc. Service Provider shall intimate to the department for any major defect/ breakdown and shall record in the log book accordingly.

2.2 General Terms and Conditions:

2.2.1 Requirements to be fulfilled by service providers.

1. The personnel engaged for the Facility Management Services shall be the employees of the Service Provider and will take their remuneration/wages from the Service Provider.-
2. The service provider shall abide to and comply with the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws ,Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
3. The service provider shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.
4. The service provider shall maintain a personal file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).
5. The service provider if called by HITES Authority shall submit the details of amount deposited on account of EPF, ESI and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The service provider if called for shall produce to HITES authority the details of payments of statutory benefits. from time to time to its personnel.

6. It shall also be the responsibility of the service provider to ensure that they shall not employ any person below the age of 18 years old.
7. In case of service provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the service provider and without any financial repercussions to HITES and any pending work will be arranged from alternate sources at the risk and cost of service provider
8. The Facility Management Service provider is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
9. In case there is a demand of 24x7 un-interrupted services then number of persons considering 8 hour shift shall be provided.
10. There shall be a nodal person in the service provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle.
11. Escalations in case of failure of Facility Managers persons available in the premises. He shall also act as authority to discuss various service issues with user department and try to arrive at settlement in case of issues related to violation of service level agreement provisions. Alternate official may also be nominated by service provider so that in case of any difficulty in contacting one person, the other person can be contacted.
12. The contractor shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
13. In case of delay in reporting for the work resulting in user department not able to get services required as per schedule penalties for violation of service level agreements shall be applicable as indicated elsewhere.
14. In case of services like maintenance the Service Provider should compile all details regarding equipment and services to be maintained, Warranty/AMC details, requirement of spares and accessories etc. so that optimum output can be obtained.
15. The help desk shall be acting as link between service calls and the persons responsible for work in different areas. In case of any delay in adhering to the time schedules or priorities or break downs in services the penalties indicated elsewhere shall be applicable
16. The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the service provider including proper name badges. In case of violations suitable penalties shall be applicable.
17. The service provider shall comply with all rules and regulations regarding safety and security of its employees and HITES will in no way be responsible in any manner in case of any mishap to its personnel.
18. The contractor shall cover its personnel for personal accident and death whilst performing the duty and HITES shall own no liabilities and obligations in this regard.

19. In case of late reporting, any incidence of disobeying instructions or misbehaving, suitable penalties for violation of agreement clause shall be applicable as indicated elsewhere.
20. The Service Provider should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HITES authority.
21. The housekeeping standards employed by service provider personnel must be good in all respect. They must leave work areas in a clean, tidy and safe condition at the end of each working period.
22. The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel and suitable penalty shall be applicable.
23. All legal & statutory compliances would be the responsibility of the service provider. Further Continuous training of the employees would also be the responsibility of the service provider so that their employees are able to perform the work with the best professional competence.
24. It shall be the responsibility of service provider to obtain the feedback regarding the service rendered and help desk shall be constantly monitoring the complaints /requisitions received and liquidation of same regarding different services
25. While availing the services provided, HITES will not undertake any monetary liability other than the amount payable to the Service Provider as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the service provider. If HITES has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the service provider adjusting amounts payable to them.
26. The Service Provider shall have the financial capability in rendering the service / disbursement of staff salary for a minimum period of 3 (three) months, in case of any delay in payment from the client.
27. Terms & conditions of EOI through which service provider is empanelled with HITES shall form an integral part of this NIT.

2.3 SPECIAL CONDITIONS

1. Service provider's financial capability, competitiveness for the subject work, past service history, service track record with HITES and performance in site survey conducted at 6 locations also will be considered for evaluation
2. Bidder shall submit performance certificate with atleast "Good" remark from a reputed client for similar service, and evaluation shall be based on inspection by HITES
3. Scope of work shall increase or decrease as per the requirement of the client, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
4. The Service Provider shall have the financial and technical capability to undertake related Civil/MEP work.
5. The Service Provider shall deploy a dedicated site Manager at site as a single point of contact to HITES/Hospital authority.

6. The Service Provider shall provide facility for video conferencing for HITES, in addition 01 desktop computer and printer cum scanner in HITES office.
7. **HITES reserve the right of negotiation with the L1 bidder to rationalize the bid.**

2.4 PENALTY CLAUSE:

1. If the Service Provider fails to provide the intended manpower by HITES on any day /time, penalty of double the wages will be imposed.
2. The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF, ESI Authorities, etc. on HITES will be deducted at actuals.
3. The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HITES will be deducted from the monthly claim bill.
4. HITES authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take the appropriate protective measures.
5. For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules
6. Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill.

2.5 ELIGIBILITY CRITERIA.

The firm should be in the list of empanelled Facility Management Partner of HITES in appropriate Class & Category i.e. **Class “A, B & C and Category (i,ii,iii,iv and v)** and should fulfill all the terms and condition mentioned in the letter of empanelment issued to the service provider by HITES.

2.6 EARNEST MONEY DEPOSIT:

- 2.6.1** The Bidder shall furnish Earnest money deposit of an amount as mentioned in Clause 1.1 of Notice Inviting Bids.
- 2.6.2** The Earnest Money will be in the form of Demand Draft in favor of HITES payable at Noida or a Bank Guarantee from a Scheduled Commercial bank in India acceptable to the Client. The format of the Bank Guarantee shall be as per Form-C provided in this Bid Document. The said Bank guarantee shall be irrevocable and operative for a period not less than 90 days beyond the validity of the Bids i.e. 120 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Earnest Money Deposited shall be endorsed/pledged in favor of HLL Infra Tech services Limited, and shall be submitted in a separate envelope super scribed “Earnest Money for Facility management services of Government Medical College, Konni

2.7 PRE-BID CONFERENCE:

HITES shall conduct a pre-bid meeting at the time and venue mentioned in Clause 1.2

of Notice Inviting Bid to answer any queries that the Bidders may have raised, in connection with the Project, up to the last date of receipt of queries bid, to provide, the intending bidder(s), the information/clarification regarding the same. Only written queries of the intending bidders received up to **28.03.2023** shall be considered valid and reply of them will be uploaded on the HITES website.

2.8 AMENDMENTS TO BID DOCUMENTS:

- 2.8.1** At any time prior to the deadline for the submission of Bids, HITES may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid Document by an amendment notice.
- 2.8.2** The said amendment in the form of an addendum/ corrigendum will be sent to all prospective eligible bidders including those who have received the Bid Document. This communication will be in writing or by Fax/Mail and the same shall be binding upon all Bidders. Prospective Bidders should promptly acknowledge receipt thereof by Tele-fax to the HITES. The addendum/ corrigendum will also be available on the website of HITES (www.hllhites.com).
- 2.8.3** In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HITES may, at its discretion, extend the deadline for the submission of Bids.

2.9 SUBMITTAL OF BID BY BIDDER(S):

The intending empanelled agencies shall submit their Offer with, the Technical Bid and the Financial Bid .Complete sets of each Bid should be submitted including corrigendum/ addendum etc. Every page/ copy forming part of Bids should be duly signed by the bidders / tenderers or their authorized representative.

2.9.1 TECHNICAL BID

The Technical Bid, clearly labeled as “**TECHNICAL BID**”, shall consist of following information /details for eligibility criteria of bidders.

- a) Check list of submitted documents in Technical Bid.
- b) Covering letter for the Bid in Form A.
- c) Earnest Money Deposit in the form of a Demand Draft for amount for required works mentioned in Table I, clause 1.1, drawn in favor of “HLL Infra Tech Services Ltd.” Payable at Noida, or Bank Guarantee for equivalent amount from schedule commercial bank in the prescribed form of validity period of 90 days in a separate sealed envelope duly marked “Earnest Money Deposit”.

2.9.2 FINANCIAL BID:

- a) THE FINANCIAL BID, CLEARLY LABELED AS “**FINANCIAL BID**” WILL CONTAIN THE “**FINANCIAL OFFER AS PER FORM C**”.
- b) The financial proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form F.

NOTE: Bidder/Tenderer should sign all documents submitted by them in self-attestation.

2.10 DISCREPANCY BETWEEN DOWNLOADED BID DOCUMENT SUBMITTED BY TENDERER AND HARD COPY AVAILABLE WITH HITES:

Tenderers are advised not to make any changes in the downloaded Bid documents. In case any discrepancy is noticed between the documents as uploaded up to the time of submission of the bid online including amendments /corrigendum, if any, and hard copies as submitted physically in the office to Associate Vice President, FMD, HLL Infra Tech Services Limited, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

2.11 VALIDITY OF THE TECHNICAL / FINANCIAL BIDS

- 2.11.1** The bids shall be valid for a period of 120 days from the date of opening of Technical bids.
- 2.11.2** Extension of Bid Validity:
- 2.11.3** Prior to the expiry of the original Bid Validity Period, HITES may request Bidders to extend the Bid Validity Period for a specified additional period.

2.12 AWARD OF CONTRACT -AWARD CRITERIA

Subject to meeting the Eligibility Criteria stipulated in clause 1.4 of Section -I above, HITES will award, the Contract to the Bidder / Tenderer, whose technical bid is found responsive, complete and in accordance with the Bid documents, and whose financial bid on evaluation is found lowest.

2.13 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

Notwithstanding provisions of Clause 2.12, HITES reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder. HITES has no obligation to inform the affected Bidder or Bidders of the grounds for rejection of bids.

2.14 NOTIFICATION OF AWARD:

- 2.14.1** Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HITES will notify the successful Bidder by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted. This letter (hereinafter called '**The Letter of Award**') shall mention the fee, based on presumptive cost of work mentioned in the BID document (hereinafter called '**The Contract Price**'). The Letter of Award will be sent to the successful bidder. No correspondence will be entertained by HITES from the unsuccessful Bidders.

2.14.2 The Letter of Award shall constitute a part of the contract.

2.15 PERFORMANCE SECURITY:

The successful Bidder shall furnish to HITES a security in the form of a **Bank Guarantee @ of 3% of the contract price** from a Scheduled Commercial bank based in India in the Format given in Form-B, provided in Section II. The Performance Security shall be furnished within the time limit specified in Sub-clause 1.2.

Failure of the successful Bidder to submit the required Performance Security by due date as per Para 1.2 above shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD.

2.16 SIGNING OF AGREEMENT:

HITES shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms of agreement between HITES and successful parties. Bidder will be required to execute the Contract agreement within 21 days from the date of issue of the Letter of Award the successful. The performance guarantee should be submitted immediately after issue of letter of award but not later than 15 days of issue of letter of award. One copy of the Agreement duly signed by HITES and the selected bidder through their authorized signatories will be supplied by HITES to the selected bidder.

CHECKLIST

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PART

S. No	Name of Document	No. of sets to be submitted	
1.	Form of Bid and Appendix thereof (Form A)	ORIGINAL	
2	Bid Security i.e. EMD in separate sealed envelope (Form C)	ORIGINAL	
3.	BID documents, duly signed.	ORIGINAL	
4	Self-Declaration (Form G)	ORIGINAL	

FINANCIAL PACKAGE:

	Financial Bid in separate sealed cover (Form F)	Original	
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NOTE: ORIGINAL BID SHALL BE SUBMITTED IN SEPARATE ENVELOPES, CONSPICUOUSLY MARKED ORIGINAL.

FORM A

FORM OF BID

To,

**Associate Vice President (FM)
HLL Infra Tech Services Ltd.
HLL Bhavan, Poojapura
Trivandrum**

1. Having visited the Site and examined the Terms of Reference and the terms of the Comprehensive Facility Management Services Contract attached thereto and the NIT for Providing Comprehensive Facility Management Services for “Facility Management services at _____ (Name of the work.). I / We the undersigned offer to provide comprehensive Facility Management Services in conformity with the Terms of Reference and the terms of the Facility Management Services Contract attached thereto.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within **the Time Schedules mentioned therein** from the date of issue of the Letter of Award.
3. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security in Form B for the due performance of the Contract @ 5% of the finally accepted **contract price** (based on the quoted/negotiated percentage fee in the financial bid).
4. I / We agree to abide by this Offer for a minimum period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.
5. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HITES that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
6. I / We understand that HITES are not bound to accept the lowest or any offer received.
7. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2023

Signature

Name..... in the capacity of

duly authorized to sign Tenders for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

Note:

- i. The Appendix forms part of the Bid**
- ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.**

FORM- B

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. In consideration of the HLL INFRATECH SERVICES LTD (hereinafter called “HITES”) having agreed under the terms and conditions of agreement No..... dated made between and (herein after called “the said applicant(s)”) for the work (herein after called “the said agreement”) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We (indicate the name of the Bank) (herein after referred to as “as Bank) hereby undertake to pay to the HITES and amount not exceeding Rs..... (Rupees only) on demand by the HITES.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the HITES stating that the amount claimed is required to meet the recoveries due or likely to be due from the said applicant(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the applicant (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the applicant(s) shall have no claim against us making such payment.
4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the HITES under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the HITES. Certified that he terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) accordingly discharges this guarantee.
5. We..... (Indicate the name of Bank) further agree with the HITES that he HITES shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said applicant(s) from time to time or to postpone for any of the powers exercisable by the HITES against the said applicant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said applicant(s) or for ay forbearance act or omission on that part of the HITES or any indulgence by HITES to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).
7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HITES in writing.

8. This guarantee shall be valid upto Unless extended on demand by HITES. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the Day of 2023

For
(Indicate the name of Bank)

FORM- C

Format for EMD (Bid security)

Know all men by these presents that we (Name of bank) having our registered office at (Name of country) (hereinafter called “the bank”) are bound unto pay, HLL Infra Tech Services Limited, Trivandrum, in the sum of Rs. _____ for which payment will and truly to be made to the said HITES, the bank binds itself, its successors and assigns by these presents.

Whereas..... (Name of bidder) (hereinafter called “the bidder”) has submitted its bid dated _____ for “Providing Comprehensive Facility management Services for “------(name of the work)

And whereas the bidder is required to furnish an irrevocable bank guarantee for the sum of Rs. _____ (rupees _____ only) as bid security against the bidder’s offer as aforesaid.

And whereas _____(name of bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

That client may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between client and the bidder.

That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.

That any account settled between client and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up)

That the expression ‘the bidder’ and ‘the bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The conditions of this obligation are:

If the bidder withdraws his bid during the period of bid validity, or

If the bidder does not accept the correction of his bid price as corrected by the evaluation committee

If the bidder having been notified of the acceptance of his bid by client during the period of bid validity:

Fails or refuses to furnish the required performance security for the amount equal to 5% of the contract price and/ or

- (i) Fails or refuses to enter into a contract within 21 days of issue of letter of award by HITES.
- (ii) We undertake to pay to client (HITES) up to the above amount upon receipt of his first written demand, without client having to substantiate his demand provided that in his demand client will note that the amount claimed by him is due to him owing to the

occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

	Signature of Authorized official of the bank
Signature of the witness	Name of official Designation
Name of the witness	Stamp/seal of the bank
Address of the witness	

Form D

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF -----
DATED ----- Between M/s----- in the town
of

hereinafter called the applicant (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the HLL INFRATECH SERVICES LTD hereinafter called the HITES (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- a. The HITES is desirous that the _____(name of work) at _____should be executed as mentioned, enumerated or referred to in the tender documents including Press Notice Inviting Tender, other documents, has called for Tender.
- b. The applicant has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the site and local condition, the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the HITES's Press Notice Inviting Tender, rates, General obligations, period of completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The HITES accepted the tender of M/s ----- (Applicant) for the ----- (name of work) at -----and conveyed vide letter No.----- dated ----- at the rates stated in the LOA for the work and accepted by the HITES (hereinafter called the Rates) upon the terms and subject to the conditions of the contract.

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

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

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

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

Signed and delivered for and on behalf of
HITES

Signed and delivered for and on behalf of the
applicant

(HLL INFRATECH SERVICES LTD)

(Applicant)

OFFICIAL ADDRESS

OFFICIAL ADDRESS

Date

Date
Place

Place

IN PRESENCE OF TWO WITNESSES

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

Form G

SELF-DECLARATION

Undertaking (on duly notarized stamp paper) stating that your organization/company/firm has never been debarred/blacklisted by any Central or State Government Agency PSU/Government department and also your company/firm has not been convicted/penalized/debarred by any legal court in India & in the Kerala. Undertaking also includes that company/firm has fully complied with all labor laws and relates acts that includes PF, ESI, Bonus while also including the list of pending litigations (Last three years).

SIGNATURE OF THE AUTHORIZED
PERSON OF THE SERVICE PROVIDER

SECTION –III

GENERAL CONDITIONS OF CONTRACT CLAUSES OF CONTRACT

CLAUSES OF CONTRACT

CLAUSE 1 PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Client is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay the Client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Client.

CLAUSE 2 WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government/HITES.
- (vi) If the contractor shall enter into a contract with Government/HITES in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with Government/HITES as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do,

or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HITES shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government/HITES.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work at the risk and cost of the contractor. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded.

In case contractor wants to close the contract, he shall give notice to the HITES stating

the failure on the part of HITES. In such eventuality, the Performance Guarantee of the contractor shall be refunded within the following time limits:

- (i) If the tendered value of work is upto Rs.45 lac : 15 days
- (ii) If the tendered value of work is more than Rs.45 lac & upto Rs.2.5 Crs. : 21 days
- (iii) If the tendered value of work exceeds Rs.2.5 crore : 30 days

If the PG is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on PG to the Contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered value subject to maximum limit of Rs.10 lacs.

CLAUSE 4 CONTRACTOR TO KEEP SITE CLEAN

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 5 PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government/ HITES or his signature on the bill or other claim preferred against Government/ HITES before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis- a-vis the HITES.

CLAUSE 6 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government/ HITES.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment.

CLAUSE 7 DISMANTLED MATERIAL GOVT. PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure,

excavation of the site for a work, etc. as Government/ HITES's property and such materials shall be disposed off to the best advantage of Government/ HITES according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 8 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government/ HITES, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government/HITES because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government/ HITES in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government /HITES as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to

Government/ HITES in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 9 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants . In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract

or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 10 RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government/ HITES will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government / HITES under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government/ HITES to the contractor whether under this contract or otherwise. Government / HITES

shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government / HITES full security for all costs for which Government/ HITES might become liable in consequence of contesting such claim.

CLAUSE 11 ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government / HITES is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government / HITES from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Government/ HITES will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government / HITES under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government / HITES shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government / HITES to the contractor whether under this contract or otherwise Government / HITES shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 12 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with provisions of the Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 12 A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 12 B PAYMENT OF WAGES

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined by the Govt of Kerala or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Govt of Kerala Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labour's directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government / HITES against payments to be made under and for the observance of the laws aforesaid and the Govt of Kerala Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach

thereof shall be deemed to be a breach of this contract.

- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.

CLAUSE 13

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 14

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government / HITES, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 15

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Govt of Kerala and its contractors.

CLAUSE 16

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 17

The ESI and EPF contributions on the part of the HITES in respect of this Contract shall be paid by the Contractor. These contributions on the part of the HITES paid by the contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis.

CLAUSE 18 MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 19 CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

CLAUSE 20

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 21 SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to

execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the authority (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person, other than a person appointed by the CEO (HITES), as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120

days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the HITES shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996). or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Trivandrum. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 22 CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the HITES against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against HITES in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the HITES if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 23 LUMP SUM PROVISIONS IN TENDER

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor

with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 24 LEVY/TAXES PAYABLE BY CONTRACTOR

(i) GST, Income Tax, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government / HITES shall not entertain any claim whatsoever in this respect. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

CLAUSE 25 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government / HITES and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 26 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority on behalf of the HITES shall have the option of terminating the contract without compensation to the contractor.

SECTION-3

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal

and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½") for ladder upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased at least ¼" for each additional 30 cm.(1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and trenching- All trenches 1.2 m (4 ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
6. (b) Safety Measures for digging bore holes:-
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned

- ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable-fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
 - (iv) After drilling the bore well, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi) After the bore well is drilled the entire site should be brought to the ground level.
7. Demolition. - Before any demolition work is commenced and also during the progress of the work,
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in- Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material, which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable

railing and provided with warning signals or boards to prevent accident to the public. In addition , the contractor shall ensure that the following safety measures are adhered to:-

- a) Entry for workers into the line shall not be allowed except under supervision of the Engineer in Charge or any other higher officer.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker should be send only with oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safeties of the public whenever for the cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen cylinder should be kept at site for use in emergency.
- k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non- sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
- m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer

lines.

- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
 - vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken: -
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - b) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. As per additional clause (viii)(i) of Safety Code(iv), the Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Department.
 - viii) Department may require, when necessary, medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions, to be taken in the

painting trade, shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
 - (i) These shall be of good mechanical construction, sound materials an adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iv) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear, referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (v) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractor's machines the contractors shall notify the safe working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
13. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall

be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Labour Officer or the Engineer-in-Charge or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

INTEGRITY PACT

To,

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Sub: Tender No. HITES/FMD/GMC-KONNI/2022-23/234 for the work of Operation and Maintenance Services at Government Medical College, Konni

Dear Sir,

It is here by declared that the HITES are committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HITES.

Yours faithfully
Associate Vice President (FM)

INTEGRITY PACT

To,

.....

(Designated authority of CLIENT/HITES)

Sub: Submission of Tender for the work of Providing Operation and Maintenance Services at Government Medical College, Konni. (Tender No. HITES/FMD/GMC-KONNI/2022-23/234)

Dear Sir,

I/We acknowledge that the HITES is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the HITES. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 12 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the HITES shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

PRE-CONTRACT INTEGRITY PACT

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

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HITES”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____, Authorised Representative (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not

provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
 - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.

- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause.7. Independent External Monitor(s)

- 7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora, Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park
New Delhi – 110019, Tel: 011 26273406

Mobile: +91 8130588577
Email: iem@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 8 to 10 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause.13. Other provisions

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

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

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

SECTION -IV
PART II – FINANCIAL BID

FORM F

1. FINACIAL BID SUMMARY OF GOVERNMENT MEDICAL COLLEGE-KONNI

Sl. No.	Description	Annual amount per annum excluding GST in (Rs.)
1	Providing Facility Management Services – Operation and Maintenance	
	Total Annual Cost for proving Operation and Maintenance Services	
	Rupees (.....Only)	

NOTE: The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit the Site of Works and obtain all information necessary for preparing the Bid. The Bidder shall quote his price which shall exclude GST. In case of discrepancy in the rates quoted in words and figures, the rates in words will be considered for evaluation.

ANNEXURE – I

SALARY BREAK UP					
Item Description	Percentage	Technical Executive	Substation Operator	Technicians for Internal Electrification/HVAC/Fire Hydrant system/ELV and IT/Medical , Plumber and Reception Counter staff	Lift Operator
Basic Pay		20550	20550	17230	16810
Consumer Price index point effective December 2022 = 412					
Fixed point of Consumer price index = 321					
Points to be considered for DA (412-321) = 91					
DA @ Rs.26.65 X 91		2425.15	2425.15	2425.15	2425.15
Net Salary(Basic +DA)		22975.15	22975.15	19655.15	19235.15
Extra Allowance on Basic	3	617	617	517	504
Gross Salary(Basic+ DA+ Extra Allowance)		23592.15	23592	20172	19739.45
Other Allowance for Technical Executive		2273.56	0	0	0
EPF at wage ceiling of Rs.15000/-	13	1950.00	1950.00	1950.00	1950.00
ESI on Gross Salary / Ceiling of Rs. 21000/-	3.25	682.50	682.50	655.59	641.53
Bonus on Basic+ DA	8.33	1913.83	1913.83	1637.27	1602.29

Leave wages on Gross Salary	5.71	1347.11	1347.08	1151.82	1127.12
Holiday wages on Gross Salary	1.9	448.25	448.24	383.27	375.05
Total Statutory payout		6342	6342	5778	5695.99
Uniform cost		200	200	200	200
Total cost		32407.40	30133.30	26150.01	25635.44
Service Provider Margin (To be quoted by the bidder)					
Total Cost per person					
Total Number of manpower required		1	2	12	2

Note:

1. The above mentioned wages is based on the minimum wages applicable at Labour department GoK (Wages as per Kerala State Minimum Wages under Hospital Segment Order dated 23.04.2018 and Consumer Price Index December 2022)
2. The percentage shown above is given as per prevailing norms. The Bidder shall quote after verification.
3. The quoted rate should be inclusive of all applicable taxes but excluding GST which shall be reimbursed at actuals.

END OF THE NIT