



Office: Pathirappally
Alappuzha, India
Pin - 688 521

The Kerala State Homoeopathic Co-Operative Pharmacy Ltd.
Sponsored by government of Kerala & aided by govt. of India)

Phone: 477 2258012, 2258665

Website: www.homcokerala.com

Email: cpo.homco@kerala.gov.in / homcokerala@gmail.com

TENDER DOCUMENT

CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF EFFLUENT TREATMENT PLANT (35KLD) FOR THE PROPOSED MANUFACTURING UNIT OF HOMOEOPATHIC MEDICINES.

Website for e-tender: www.etenders.kerala.gov.in

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SECTION I INTRODUCTION

1.1 The Kerala State Homoeopathic Co-operative Pharmacy Ltd- (HOMCO) - Tender Inviting Authority, is a registered Co-operative Society bearing Reg. No. T- 432 (Sponsored by Govt. of Kerala & Aided by Govt. of India), for manufacture of Homoeopathic Medicines. Started functioning in 1978 as a Co-operative venture of Homoeopathic doctors of the State and Govt. of Kerala for preparing and supplying high quality medicines at affordable price, HOMCO becomes the pioneer in this field by catering medicinal requirement of almost all the State Govt. institutions in India. HOMCO also meets the open market demand and enters export market recently to Middle East. It is the only one public sector unit with GMP certificate. Its uniqueness is the assured quality of medicines at Govt. controlled price. HOMCO is running in profit for the last 25 years with good financial stability. It is a trustworthy institution in all aspects like medicine supply, purchase and payments.

1.2 Due to increasing demand from market HOMCO struggles hard to satisfy its customers with time limited supply. To overcome this situation, HOMCO is in a phase of vast expansion programs. As a part of this expansion programs, we are constructing an additional WHO cGMP compliant manufacturing unit. The civil construction is over and this tender procedure is for the project which is scheduled to be commissioned within 6 months.

1.3 In this tender, the lowest price is not the sole criteria for selecting the manufacturer. The two bid system, which is followed, has been designed to eliminate those manufacturers which do not match the technical specifications or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the equipments. i.e., to provide after sales support for a period of minimum 5 years from the date of liability period of One year after the successful completion and commissioning of the work / installation and to ensure 98 % uptime in performance/operation of the equipment.

1.4 Every paisa spend by the Company is public money and hence accountable. Therefore, after sales service and up-time guarantee on the performance of the equipment purchased by the Company have to be given utmost importance. Company will be dealing with defaulters, which may lead to black listing and recovery of damages. We request our valuable suppliers to avoid all such unpleasant situations.

1.5 It is also essential while dealing with public money that utmost transparency has to be maintained in the procurements of the Machinery/Equipments etc. All decisions will be published from time to time on our website www.homcokerala.com. The Company will uphold the fundamental "right to be heard" enshrined



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under the Constitution of India and will take harsh decisions only after providing opportunity for hearing/submission of facts.

1.6 The objective of maintenance of the equipments, site preparation, timely replacement of consumables, calibration of sensitive equipments, up gradation of technology, training to the staff could be achieved only with the active involvement and support of the manufacturers/dealers of the equipments.

1.7 The last Installment of payment to the successful tenders will be settled only after obtaining a 'one month performance certificate' from the head of the department – one month period is a period of trail run - during which the performance of the equipments will be keenly observed. We ensure that the technical specifications are not biased towards a particular equipment/firm, through consultations during the pre-tender meetings with the prospective tenderer's. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if , the department certifies the equipment required is of proprietary nature. Since the equipments procured are dealing with manufacture of medicines, it is our endeavour to ensure that most modern, but proven and durable equipments are procured and supplied. The tender documents are prepared after assessing the market to meet such objectives.

Looking forward for a long standing good relation with you.

Best wishes,

Sd/-

Managing Director, HOMCO & Tender Inviting Authority



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PROJECT INFORMATION

1. Owner : M/s. KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO)
2. Project Title : CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF EFFLUENT TREATMENT PLANT (35KLD) FOR THE PROPOSED MANUFACTURING UNIT OF HOMOEOPATHIC MEDICINES.
3. Project Location : Valiyakalavoor, Alappuzha, Kerala.
4. Project Office : KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO)
PATHIRAPPALLY P.O., 688 522, ALAPPUZHA-,
KERALA STATE, SOUTH INDIA,

Ph: 0477-2258665, Fax: 0477-2258012
5. Consultants Office : M/s. Prism Automations
13/723 F-5, NM Arcade,
Gandhi Ashram, Civil Station,
Kozhikode- 673 020
6. Nearest Railway Station : Alappuzha, Kerala
7. Nearest Airport : Cochin
8. Climatic Condition : Tropical
9. Ambient Air Temperature
 - a. Maximum : 38 DEGREE CELSIUS
 - b. Minimum : 17 DEGREE CELSIUS
10. Relative Humidity
 - c. Maximum : 92
 - d. Minimum : 60
11. Approx. cost of Tender : Rs: 88,50,000.00(Approx)
12. Time allotted for completion : 6Months.



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INSTRUCTIONS TO TENDERERS

- The tenders/bid shall be submitted only through online mode on the website and no manual submission shall entertained. Those bidders who wish to take part in the e-tender process should get Certified digital signature.
- The tenders without the documents mentioned therein will be summarily rejected.
- The tender should be submitted in two covers through online as detailed below :

A Cover 1. TECHNICAL BID

This shall contain Scanned copy of the following

- i) Registration certificate.**
- ii) Latest Income Tax Clearance Certificate,**
- iii) Annual Turnover, Profit & Loss statement for the last three years,**
- iv) Details of similar works executed by the tenderer during last three years giving the Names, Addresses, Phone/Mobile Number etc. of clients, consultants and the value of individual work executed including the time taken for completion of individual project.**
 - **Provide Completion Certificate, Performance Certificate etc.**
- v) And any other relevant documents necessary for evaluation like PCB certification etc.**
- vi) Letter of submission - in the format.**
- vii) Techno-commercial deviation statement.**

B Cover 2 : FINANCIAL BID

- 1. Financial bid shall be opened only of those tenderers who are technically qualified.**
- 2. The prices should be quoted in the original BOQ given in the tender document.**
- 3. Tenderers may visit the project site and the website www.etenders.kerala.gov.in and see the means of access to the site, study the drawings and specifications and acquaint fully about the works to be carried out and all other factors governing the works before quoting the rates.**
- 4. Earnest money of unsuccessful bidder will be returned soon after the finalization of tender procedure by online. Earnest money of successful bidder shall be returned only after successful completion of the job and stability period. No interest shall be paid on the EMD.**
- 5. Tenderer should quote the rates for all the items.**
- 6. The rate quoted by the tenderer shall be the total landed value of any item inclusive of loading / Unloading,**



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- transportation, erection charges, royalties, rents and octroi, excise duty, sales tax or any other duties / taxes / levies applicable on the material obtained. If any discrepancy noticed in tax calculation basic rate will be taken evaluation and L1 selection.
7. If any discrepancy / misprint are noticed in any drawing / specification or B.O.Q., it should be clarified from the Client/Consultant before quoting the rates.
 8. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.
 9. The Owner do not bind themselves to accept the lowest or any other tender and reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
 10. The drawings given in annexure, if any, with the Tender Document are as per our present requirement. The working drawing which shall be issued after the award of the contract may vary in shape, size and quantity from the tender drawings and BOQ and no claim shall be entertained later on this behalf.
 11. The tenders shall be opened and evaluated by the Purchase Committee/Technical committee and the successful bidder be informed.
 12. The contractor/supplier whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of work/supply as performance guarantee where, 2.5% in the form of **Demand Draft** and the remaining in the form of DD / an irrevocable **Bank guarantee** from a Nationalized Bank or Scheduled Bank, both in favour of the Managing Director, The Kerala State Homoeopathic Co-operative Pharmacy Ltd. (HOMCO) in accordance with the form as per the format attached. The successful tenderer shall also execute and agreement in a non-judicial stamp paper worth Rs.200/- as per the format attached.
 13. Jobs have to be carried out in phases according to the client's requirements.

PROJECT SITE RULES

1. GENERAL CONDITIONS

The Contractor shall start work on the site only after obtaining permission / clearance certificate from the Engineer.

The Engineer will issue a Clearance Certificate for all jobs, its duration & the specific precautions necessary will be made known to the Contractor. The Contractor shall comply with the Clearance Certificate & will signify his acceptance by signing the same.

He shall inform all the employees & sub-contractors, if any, regarding the content of the clearance Certificate, and ensure compliance.

2. LOCATION OF TEMPORARY SHEDS / STRUCTURE

Store/Shed is under the scope of contractor. No temporary shed / structure, as workshop or stores otherwise ,shall be put up by the Contractor without obtaining permission from the Engineer regarding the location of the shed & the type of construction of the shed, and the purpose for which it is to be used.



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3. EXCAVATION

No excavation shall be started without the written permission of the Engineer.

The contractor should check with Client / engineer on any information of running underground utilities if any & shall also explore for the same on his own so as to avoid any damage to the utility and mishap.

4. INSPECTION OF CONSTRUCTION PLANT

The Engineer shall have the right to inspect any construction plant & to forbid its use if, in his opinion, it is unsafe or dangerous to use, no claim arising there from shall be made by the Contractor. Any such rejected constructional plant shall be removed forthwith from the site by the Contractor if directed to do so by the Engineer at his own cost.

Lifting Gear

Lifting Machines, chains, ropes & lifting tackles used by the Contractor on site must conform to the following

- a. All parts must be of good construction, sound material & adequate strength & free from defect.
- b. Must be properly maintained, thoroughly examined & load tested and certified by the Contractor's competent person regularly. The same shall be submitted to the Engineer.
- c) No lifting machine & no chain, rope or lifting tackle should, except for the purpose of test, be loaded beyond safe working load, and this safe working load must be plainly marked on the gear concerned.

5. WORK ON ROOFS

The Contractor shall not have access to existing roofs, if any, without the written permission of the Engineer. Work on roof shall be carried out by observing necessary safety precaution including using safety belts & catwalks.

6. SUSPENSION OF WORK

If the Contractor is found by the Engineer / Owner not complying and / or persisting in non-compliance with safety requirements or with statutory obligations, the Engineer may suspend his work at any time by notice in writing, and the work shall not be resumed unless and until the Engineer shall have cancelled in writing his suspension order. The Engineer / Owner decision in this matter shall be final. No claims arising from such suspension shall be made by the Contractor.

7. FIRE

7.1 The Contractor shall take every precaution and use all reasonable means to prevent an outbreak of fire and shall tender immediate assistance in case of fire.

7.2 All inflammable & Combustible materials shall be stored at site strictly as directed by the Engineer.

7,3 No fires shall be lit nor welding done in respect of specified areas without the written permission of the Engineer.

7.4 The Contractor shall report immediately to the Engineer any outbreak of fire in or near the contract site after ensuring use of fire fighting equipment.

7.5 Smoking on site is strictly prohibited.



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7.6 There should be reasonable number & appropriate types of, working / operable fire extinguishers available at the site.

7.7 The contractors must have adequate number of firefighting trained staff on site.

8. ACCIDENTAL DROPPING OF MATERIAL

8.1 The Contractor shall take all reasonable steps to safeguard all persons and plant from the accidental dropping of tools or materials.

8.2 No material shall be dropped deliberately from a height except with the permission of the Engineer, who will require the contractor to rail off the area and display suitable notices and post a man whose sole duty is to see that no person enters the danger areas.

9. STAGING

9.1 Properly completed staging with safe means of access shall be provided by the contractor for all work that cannot be done from the ground or with other safe means of support.

9.2 The Engineer shall have the right to reject any staging or scaffolding considered by him as unsafe and require the Contractor to effect necessary improvement before using such staging or scaffolding.

9.3 No claim arising from the Engineer's rejection of any staging or scaffolding shall be made by the Contractor.

10. SAFETY HELMETS, BELTS, SHOES & GOGGLES (Personal Protective Equipment)

The Contractor must provide all his employees / workers working overhead or in other hazardous jobs, with safety belts, Safety helmets, goggles, safety shoes or other footwear as and when directed by the Engineer and ensure their regular use by their employees/ workers to prevent accidents. The safety belts and other equipment as stated above must be subject to inspection and approval by the Engineer.

11. FIRST AID

The Contractor must have arrangement for rendering necessary first-aid in case of accidental injuries. They must provide with first-aid boxes containing items as specified in the Factories Act and Rules framed there-under and keep them in a conspicuous place where it is easily accessible.

12. REPORTING OF ACCIDENTS

The Contractor shall report immediately to the Engineer any accident or dangerous occurrence involving his men or equipment.

13. BARRIERS

All construction areas in or near the existing plant, building access routes or thoroughfare, lift well entrance etc. shall be adequately protected with barriers.

14. IONIC RADIATIONS

The Contractor shall not consign or bring to the Site any radioactive substance, nor use thereon such substance, or any X-



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Ray apparatus until he has obtained written instructions with regard to such use from the Engineer.

15. ELECTRICAL SAFETY CONDITION

The Contractor shall appoint a competent person holding PWD Electrical Licence as Electrical Supervisor and this appointment is subject to the satisfaction of the Engineer. This supervisor will be responsible for the control of all maintenance and repairs to any electrical switchboard, distribution board, hand tools etc., and no other unauthorized person must be allowed to touch these. All the electrical equipment must have appropriately rated plug pins, naked wire will not be allowed.

If the Authorities supply electricity, it will be provided at one point, which would be determined by the Engineer. The supply would be at 380V, 50Hz, single phase or at 380V/ 60HZ, 50Hz three phase and the Engineer would decide which one of the two should be provided to Contractor. The provision of all connections and equipment required beyond this point shall be the responsibility of the Contractor and be in accordance with these Safety Conditions and comply strictly with the current Indian Electricity Rules.

16. Electrically operated Hand Tools

All electrically operated hand tools will be periodically inspected by the Contractor and properly earthing / Grounding prior to their use.

Fuses and Equipment belonging to the Project

In no circumstances shall be Contractor tamper with the fuses and electrical equipment belonging to the Project Authority.

Connections to project Authority's Power Sources (Not Applicable since the vendor is providing electricity, however, safety norms shall be followed)

Before the Contractor connects any electrical equipment to any power source belonging to the Project Authority he shall:

- a) Satisfy the Engineer that the equipment is in good condition.
- b) Inform the Engineer, in writing, of the maximum current required and the voltage and phase of the equipment.
- c) Obtain the written permission of the Engineer detailing the power sources to which the equipment may be connected.
- d) Satisfy the Engineer that the cabling to all equipment are of adequate sizes for the power required, have earth conductors in addition to metallic armouring overalls and fitted with suitable connections.
- e) Satisfy the Engineer that any electrical distribution system which he proposes to install and any electrical instrument he proposes to use, will not endanger persons or property.

Care of cable

No electric cable, which is used by the Project Authority, shall be disturbed without prior permission of the Engineer. No weight of any description shall be imposed on any such electric cable nor any staging, ladder or similar equipment shall rest against or be attached to it.



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16.1 Drilling Holes etc

Contractors shall not drill or cut structure or building floor for fixing cable racks etc., without the permission of the Engineer.

16.2 Road and Rail Crossing

While taking underground cables under roads and rail tracks already completed, the job shall be made complete the same day without leaving it to be followed up the next day. Exemption from such restriction shall only be allowed by the Engineer, in exceptional cases.

16.3 Danger Notice

While working on circuits having voltage over 380V suitable warning labels should be posted, such as **"Danger-440V- Work in Progress"** etc.

16.4 Care of equipment

No totally enclosed electrical equipment shall be left open or unsecured at the end of the day's work.

16.5 Work at Night

Contractor's employees will not be allowed to work on energized circuits at night unless special permission to the contrary has been obtained from the Engineer.

17. RULES FOR CONTRACTORS WORKING AT THIS SITE

17.1 Observance of rules

The Contractor shall explain to each of his employees / sub-contractors, the Site Rules in a language understood by the employees. The Contractor shall be responsible for the compliance by his employees and those of his sub-contractors with the Site Rules and must ensure their compliance without fail.

18. ACCESS TO SITE

18.1 Control at Gates

Access to the Site shall be through specified gates only. All Contractor's employees shall be checked by watchmen engaged on behalf of the Project Authority and posted at the gates.

18.2 Identification of Contractors / Sub-Contractors and their employees

The Contractor shall arrange to issue a token to be specified by the engineer to each of his workers. The Contractor shall also issue an identification card with photograph affixed to each of his employees/ workers as per approved specimen. Access to the Site will be allowed only on production of the token and the identification card, as the case may be. The Contractor must ensure that their employees/ workers display the tokens on their person and carry their identity cards at all times at all times while in the Project Site.

18.3 Withdrawal of identification Cards



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When a person ceases to be employed by the Contractor, or his entry into the site becomes forbidden, the Contractor shall withdraw the token and the identification card from such person and inform the Engineer his having done so far as per the security reasons, so that the Engineer may in turn inform the Project Authority's security.

CONTRACTORS OBLIGATION UNDER STATUTORY LAWS

19. COVERING EMPLOYMENT OF WORKERS

19.1 The Contractor shall comply with all applicable statutes, as applicable in respective countries,

- i) Contractor Labour (Regulation and Abolition) Act, 1970
- ii) Employees' State Insurance Act, 1948
- iii) Employees' Provident Funds & Miscellaneous Provision Act, 1952
- iv) Factories Act, 1948
- v) Payment of Wages Act, 1936
- vi) Minimum Wages Act, 1948
- vii) Workmen's Compensation Act, 1923
- viii) Such other regulations as may be applicable to their workers.

The Contractor shall indemnify and keep the Owner indemnified against all claims, damages, losses and expenses that may arise on account of non-compliance of any of the aforesaid regulations.

The Owner reserves the right to withhold payments to Contractor [including sub-contractor of Contractor] in the event of the Contractor [including sub-contractor of such Contractor] not complying with the provisions of any of the aforesaid regulations."

19.2 Consistent with the requirement of Contract Labour (Regulation and Abolition) Act and Rules framed there under or otherwise when required by the Engineer, the Contractor shall deliver to the Engineer or at his office a Return or returns in such form/ forms and at such intervals as may be prescribed showing in detail the names of the individuals and the numbers of the several categories of labour engaged by the Contractor/ Sub-Contractor on the Project Site from time to time and such information in respect of the construction of the plant as the Engineer may require, besides statutory and other information as may be required from time to time. In this connection the Contractor shall maintain such Register and issue such Employment Card and Service Certificate to its works, as also maintain such Muster Roll and Register of wages etc., in such forms as may be prescribed and required of him by law or otherwise by the Engineer.

20 HOURS OF WORK

The Contractor must ensure that their employees conform to such timings (starting, finishing and meal breaks) as prescribed by law for time being in force and observe such norms and rules of discipline on Site as may be specified by the



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Engineer. While working outside the normal working hours prior written permission of the Engineer is required even though such working may be within the framework of law for the time being in force.

21 STORAGE & CARE OF MATERIALS

The Contractor shall store his plant and materials only in areas allowed to him by the Engineer.

The Contractor shall make no claim on PROJECT Authority for any loss or damage thereto caused by whatever source or reason.

The Contractor shall be responsible for keeping the site clean and tidy to the satisfaction of the Engineer. Pieces of wood, packing box, timber, shuttering planks, brickbats, excavation spoil, etc. will not be allowed to remain scattered on the site. Such and any other rubbish must be disposed of as they arise in manner as approved by the Engineer. In disposing of the waste, the Contractor shall comply with all applicable regulations at their own cost & all Owner/ Company identifiers shall be removed before the waste is to be transported to the disposal site.

22. REMOVAL OF MATERIALS ETC. FROM SITE

22.1 No plant, tools or materials, whether belonging to the Contractor or otherwise, shall be removed from the site unless a pass for it has been issued by the Engineer.

22.2 All material leaving the factory shall be subject to examination by security staff deployed on Project Authority's behalf, even if this necessitates unloading and re-loading, at Contractor's cost.

22.3 The Contractor shall not take away from the site any samples, plans or drawings which are the property of Project Authority

23 PARKING OF VEHICLES

The Contractor or his employees shall park their vehicles, including personal cars, only in areas allocated by the Engineer. Parking of vehicles at any other place shall not be permitted.

All the Trucks, trawlers shall have blocks to their wheels when parked.

24. WASTAGE OF WATER

If Project Authority provides water to the contractor, the Contractor shall ensure that no water is wasted in any manner. He shall use press-type taps, if the Engineer so directs, to prevent loss of water arising from his employees leaving the taps open.

25. FEMALE WORKERS

Contractor shall not engage under any circumstances a woman worker except between 6.00 am to 7.00 PM



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26.EATING AT SITE

The Contractors shall ensure that their employees take their food only at specified places to be notified by him. Eating on the job site shall not be permitted.

27..LIVING ON SITE

Contractor's employees will not be allowed to live on the site. The overall security of the entire site will rest in Watch and Ward deployed on Project Authority's behalf and no employee of the Contractor shall be allowed to remain on site without the prior permission of the Engineer/Client.

28.INFECTIOUS DISEASE

The Contractor shall report to the Engineer any cases of infectious disease amongst his employees and shall immediately remove such cases from the Site.

29.ACCIDENTS

All accidents to Contractor's employees or to any other person in the project Site must be reported to the Engineer immediately by the Contractor. The Contractor shall be responsible for complying with all statutory requirements in case of any accident involving his employees.

30. RULES FOR CONTRACTOR'S EMPLOYEES

30.1 Materials taken from the Site

A Contractor's employee must not take any material out of the site, except with the written permission of the Engineer.

30.2 Searching by Security Staff deployed on Project Authority's behalf

Members of the Security Staff at the gate and elsewhere have been authorised to search any person entering or leaving the site or during working hours, and also examine any vehicle, locker, bag, basket, can, parcel, or other container in the possession of any person on the Site.

30.3 Photographs

Taking of photographs of anything in the Work Site is strictly prohibited. However photographs showing progress of works may be taken by Contractor unless noted otherwise with official permission in writing from site engineer.

30.4 Intoxicating liquor or Drugs and disorderly behaviour forbidden at the project site. Anybody observed under the influence of intoxicating liquor or drugs shall be refused admittance or may be ordered for eviction from site, and the Contractor shall ensure his removal.

30.5 Traffic Rules

A Contractor's employee must, while on site, observe the ordinary rules of the road. These are the same as those in general use outside the site, including the use of lights at night. He must observe speed limits and traffic rules imposed inside the site. He must, when cycling, keep to the roadway. A bicycle shall not carry more than one person at a time.



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31 PRIVATE TRADING

A Contractor's employee must not conduct any form of private trading including money lending on the Site.

32. GENERAL

32.1 Unless otherwise specified and agreed to in writing by the Engineer, all expenses etc., involved in observing the provisions/ conditions laid down in these Site Rules and/ or covered by statutory requirements, will be to the account of the Contractors and no reimbursement etc., will be made by the Project Authority.

32.2 The Project Authority will fully stand indemnified against any statutory or other lapses on Contractor's part, claims arising from his employees, statutorily allowed interval after termination of the contract/ work.

32.3 The Project Authority reserves the right to amend or delete any of the above clauses or adds new clauses, as and when deemed necessary by them and these will be binding on the Contractor.

TECHNICAL EVALUATION CRITERIA

This sheet should be filled up after reading the complete tender document and relevant details asked for should be enclosed with this sheet. Tenderers should submit all the necessary documents as prescribed for inclusion in the technical bid without any ambiguity, errors etc.

Having Experience in the CONSTRUCTION OF EFFLUENT TREATMENT PLANT – 35KLDOR ABOVE OF PHARMACEUTICAL INDUSTRIES/CHEMICAL INDUSTRIES/HOSPITAL are only eligible to participate in the tender.

- **The tenderer should be in the business for the last three calendar years giving details of similar type of work, name and address of client and consultants, value of job and duration including photocopies of major orders with completion certificate and performance certificate. i.e**

Three similar works each costing not less than Rs. 30Lakhs

OR

Two similar works each costing not less than Rs. 45Lakhs

OR

One similar work costing not less than Rs. 90Lakhs.

“Similar Works” shall mean “CONSTRUCTION OF EFFLUENT TREATMENT PLANT(35KLD) OR



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ABOVE - PHARMACEUTICAL INDUSTRIES/CHEMICAL INDUSTRIES/HOSPITAL"

- **Completion of work for the purpose of considering experience shall mean completion of entire work in contract and not completion of some portion of the contract even though some portion may be satisfying the magnitude and physical attributes of similar work.**
- **The tenderers should who have an average annual turnover of INR 5.00 Crores for the last three completed financial years. The tenderer shall submit proof of the same (attested audited copy of audited accounts, balance sheet, annual report etc.)**
- **Tenderers should ensure they are not a firm/company that has been blacklisted by HOMCO or blacklisted/debarred by any other State/Central Government's organization.**
- **Tenderers shall submit copy of IT returns filed or related documents for the last three years.**
- **Tenderers who have the capability to attend the maintenance within the time of 24 hours anywhere in Kerala, INDIA and who are willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). (Documentary proof shall be submitted on the after facilities and expertise of the tenderer.)**
- **Tenderers should ensure they are not a firm/company that has been blacklisted by HOMCO or blacklisted/debarred by any other State/Central Government's organization.**
- **Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.**
- **Notwithstanding anything contained in any other clause in this tender document, or anything contained in any previous tender contract, agreement or any other legal document, firms / dealers / contractor who had entered into a contract for any particular work with HOMCO during the year 2010-2019, shall not be eligible to participate in this tender in respect of the same/ similar work if the said firms / contractor had failed to execute any of the work orders placed to them.**
- **Firm / contractor who have withdrawn after participating in any of the previous tenders of HOMCO are not eligible to participate in this tender.**
- **All terms and conditions, technical specifications, drawings and volume of job are duly**

understood. Sign the documents and upload.



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- **If any deviation (Technical/Financial) is wanted, it should be clearly filled in the enclosed sheet giving reasons for wanting the deviation.**
- **List of plant and M/c., tools and tackles available with the contractor and intended to be deployed in the said job to be filled in enclosed sheet.**
- **Copies of Certificates from the Clients and Consultant.**
- **Credentials of main owner and executor of job giving details of qualifications and experience.**

DEFINITIONS

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

‘OWNER’ shall mean M/s. KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO), and shall include their successors and assigns, as well as their authorized representatives.

‘CONSULTANT’ shall mean **M/s. Prism Automations** and shall include their authorized representatives of the Engineering Consultants appointed by owner for the project.

‘ENGINEER-IN-CHARGE’ shall mean the engineer appointed by the owner to supervise all activities of the project.

‘TENDERER’, shall mean the construction company / agency who quotes against the tender enquiry for undertaking the work.

‘CONTRACTOR’ shall mean the successful bidder whose tender has been accepted by the owner and to whom the order is placed by the owner and shall include his heirs, legal representatives, successors etc.

‘PERMANENT WORKS’ shall mean all the works included in the schedule of quantities and shall include additions, alterations etc.. Communicated in writing.

‘SITE’ shall mean the actual place, i.e. Alappuzha, Kerala where the project is to be executed.

‘PROJECT’ shall mean entire work specified in the contract documents inclusive of extra items / extra quantities (if any) executed during the contract period.

‘ACCEPTANCE LETTER’ shall mean written consent by a letter of owner to the tenderer intimating him that his tender has been accepted.

‘CONTRACT’ shall mean written the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the Owner and the Contractor.

‘DATE OF CONTRACT’ shall mean the date on which the Owner has issued acceptance letter.

‘CONTRACT PERIOD’ shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

‘COMPLETION CERTIFICATE’ shall mean the certificate issued by the Owner to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant’s certificate to



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owner about the completion of job.

'EXTRA ITEMS' are those items which are not appearing in the B.O.Q. but are required to be executed during the project period and for which rates are to be derived, based on DSOR 2019.

CONDITIONS OF CONTRACT

PROJECT INFORMATION

General :

The detailed information of the project given below is as per our present requirement. However, it is not binding on the owner in any way and shall not govern the scope of works.

The Contractor is bound to supply the materials as per the actual requirements at site and the owner is not liable to pay any amount for the supply made in excess over and above the actual requirements.

1.0 Location of Site :

The project site is located at Valiyakalavoor, Alappuzha-Dist., Kerala.

1.1 Site Facilities :

a. Land for offices, godowns, stores, fabrication areas, temporary toilet, water point and electric point etc.. shall be decided at the site. The contractor shall construct all temporary buildings/sheds/hutments required for office, site office, cement godown and labour accommodation near site at his own cost and provide adequate water supply and sanitary arrangements. Also, the temporary structures and site should be well maintained and kept clean by the contractor throughout the project execution.

b. In case of already existing and running units, the labour hutments and stay of labour at site may not be allowed. In such case the labour has to commute daily from outside.

c. After completion of the project, the contractor shall remove all the temporary structures constructed by him and clear the site as per instructions of the Consultant / Owner. In case, if the contract fails to do so, the Owner has the right to remove the temporary structures and clear the site. The expenses incurred shall be recovered from the contractor from the payments due to him.

d. The contractor has to remove all left over, excess, scrap material from the site and restore the site to fully clean condition as and when required. In case he fails to do so, the Owner reserves the right to remove such materials from the site and expenses incurred in this case shall be deducted from the payments due to the contractor. However, no claim for any loss of material in this case shall be acceptable.

2.0 COMMITMENT OF CONTRACTOR

2.1 Interpretation of contract documents :

2.1.1 All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be



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brought to the notice of the Owner / Consultant. The decision of the owner shall be final and binding. The contractor shall execute the work accordingly.

2.1.2 The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.

2.1.3 The contractor shall visit the project site so as to study the site conditions, means of access to the site and other factors governing the works.

2.1.4 There may be change in layout of site as per technical requirements and the contractor is not entitled for any claim due to such changes.

2.2 Withdrawal / Fails to Fulfill of an Offer or Proposal:

2.2.1 A tenderer firm, who is the proposer, can withdraw its offer at any time before the last date of bid submission. After the opening of Financial Bid and selecting the L1 party, In such case the L1 party cannot be withdrawn, even though if the firm withdraws, would face the legal obligations arise out like forfeiting the earnest money and the loss incurred to HOMCO by allotting the work / order to next bidder will be recovered from the L1.

2.2.2 In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied/work not completed may at the discretion of the Tender Inviting Authority, be carried out by means of another tender/quotation or by negotiation or from the next higher tenderer (i.e L2) who had offered to work already and the loss, if any, caused to the HOMCO shall thereby together with such sums as may be fixed by the HOMCO towards damages be recovered from the defaulting tenderer.

2.2.3 Even in cases where no alternate provision is arranged for the materials not supplied/work to be carried out, the proportionate portion of the security deposit based on the cost of the materials not supplied/ work not done at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

2.2.4 If the contractor fails to deliver all or perform the service within the time/period(s) specified in the contract, the tender inviting authority shall without prejudice to its other remedies under the contract, deduct from the contract amount as liquidated, damages, a sum equivalent to 0.5% or 1% of the amount of the delayed stores or unperformed work/services for each week of delay until actual delivery or performance of work, upto a maximum deduction of 10% of the contract prices of the delayed stores, work or services. Once the maximum is reached, the tender inviting authority may consider termination of the contract at the risk and cost of the contractor.

2.3 Delay in work execution due to reasons beyond Contractor control

A Force majeure : If the execution of work is delayed due to force majeure, then owner as per the affected



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period may extend the time period.

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

2.4 Time Schedule :

The successful tenderer shall submit time schedule in the form of charts before commencing the work and shall execute the work strictly as per the schedule submitted by him and approved by the Owner / Consultant.

2.5 Compensation for delay :

Time is the essence of the contract. If the contractor fails to complete the work and clear the site on or before the dates fixed for the completion, he shall without prejudice be liable to pay liquidation damage (LD), i.e. half percent of the contract value for every week that the whole or the part of work remains incomplete. For the purpose of this condition, the contract value shall be total value of quantities of items in the contract at contract rates plus algebraic sum of the subsequent work ordered. However, the total amount of LD to be paid under this condition shall not exceed five percent of the contract value.

2.6 Default of Contractor :

If the contractor fails to maintain progress and quality of work proportionate to time period allotted for the work inspite of notices or complete the work within stipulated time period or extended time period, the Consultant / Owner shall have the right :

- i. To determine the contract: In this event the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labourers engaged by the owner or through other agency at the risk and cost of the contractor.
- ii. Without determining the contract: In this event, the remaining works shall be got executed through a fresh contractor in which case the contractor shall not have any objection or claim on this account.
- iii. Before determining the contract; In this event, if the owner finds that the defaults of the contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects / defaults in the specified time.
- iv. Termination of contract for death; If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the contractor is an Attorney of partnership firm and dies, then the owner has the right to terminate the contract unless and until the owner is satisfied that the surviving partners are



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capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased contractor are not entitled for any compensation or claim. Also, the owner shall not levy any penalty against the damage caused by incomplete work.

v. Termination of contractor in part or in full for contractor's default. If the contractor fails to execute the work in the manner described in the contract documents or if he at any time, in the opinion of the owner :

a. Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.

b. Stops the execution of works without giving prior information to the owner.

c. Fails to carry out the works to the satisfaction of the owner / Consultant both with respect to qualities and time schedule.

d. Fails to supply sufficient or suitable construction plant, materials and labourers etc.

e. Commits breach of any of the provisions of the contract.

f. Abandons the work.

g. Becomes bankrupt during the continuance of the work. Whenever the employer shall exercise his authority to cancel the contract under the above condition, the employer shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The employer shall also be at liberty to use materials, tackle, machinery and other stores on the site of contractor, as they think proper in completing the work and the contractor will be allowed the necessary credit.

The value of materials and stores and amount of credit to be allowed for tackle and machinery belonging to contractor and used by the employer in completing the work shall be assessed by the consultant and amount assessed shall be final and binding on the contractor. In case employer completes or decides to complete the account in determining the excess cost to be charged to the contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labour provided or required to be provided.

2.7 Variation in scope of work :

Variation in quantity: The consultant / Owner has the right to increase or decrease the quantity of work or delete/add certain items of work. However such changes shall not entitle the contractor for any compensation, claim regarding the change in scope of work.

a. Variation in drawings and specifications :

i. The variation in scope may be by way of changes in drawings regarding dimensions but specification



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remaining the same. In such a case, the contractor shall not be entitled for any claim due to change.

ii. In case of change of specification, the difference of amount (on either plus or minus side) shall be established on unit rate by owner in consultation with consultant and the same shall be acceptable to the contractor.

2.8 Staff and Workers

The contractor shall depute qualified experienced engineers for execution of the project. The technical staff employed by the contractor shall be responsible for the quality and workmanship of the work as per the specification of the Consultant / Owner. The instructions given by the consultant or his authorized representative should be followed by the contractor's supervisory staff. If any of the contractor's staff members is incapable or in-experienced, in the opinion of the consultant/owner, then he should be removed immediately and contractor should do suitable substitution. Technical staff employed should be degree holder from a government recognized institution or equivalent with at least 3 years practical experience of work in addition to diploma holder and other experienced supervisory staff.

If the workers or the supervising staff of the contractor are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the contractor would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the contractor.

2.9 Subletting of Contract : No subletting of contract is permitted.

3. Co-operation with other agencies at site :

The contractor or his authorized representatives must work in close co-operation with the agencies executing other works forming the part of the project and also with the representatives of the Consultant/Owner for the execution of works which are not included in the contract. Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen etc..

The contractor's quoted amount/ rate shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

Contractor should keep his working site clean and the materials brought for work shall be kept in a properly stacked/stored way. The work site should be swept at the end of each working day after removal of debris / left over materials. The contractor has to take full care so as not to spoil or damage other contractor's /owners job/material.

3.1 Safety of adjoining properties : The contractor or his authorized representatives should conduct all the operations necessary for the execution of works in such a manner that no inconvenience / damage is caused to the properties of other persons and owner.

3.2 Arbitration Act :



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All disputes regarding the specifications, designs drawing instructions and quality of work or quality of materials used for the work or any other matter relating to the work shall be referred to the sole arbitration to be appointed by owner.

The party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties extend the time, for making and publishing the award.

If possible, the work under the contract shall be continued during the arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be solely in Alappuzha, Kerala.

The award of the Arbitrator shall be final, conclusive and binding on all parties relating to this contract.

The cost of arbitration shall be as decided by arbitrator.

3.3 Escalation

The rates quoted by the contractor in this contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period upto 12 months.

4 Insurance

The contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the owner as under :

i. Insurance of works :

The contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by the owner. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

ii. Insurance of employees

The contractor shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employee State Insurance Act, 1948 and any liability or penalty which may be imposed by the



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Central, State or Local Authorities due to the reason of violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948. the contractor shall agree to fulfill the requirement of the Employee State Insurance Corporation and maintain the declaration forms and all such forms which may be required in respect of the contractor's, sub-contractor's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid by him.

iii. Workmen's Compensation :

Insurance shall be affected for all the contractor's employees engaged for this contract. The contractor shall also carry and maintain all other insurance which may be required under the law or regulations from time to time. He should also carry and maintain any other insurance which may be required by the Owner.

iv. Transit Insurance :

The cost of transit insurance relating to the items to be transported by the contractor to the site of work shall be borne by the contractor and the quoted price shall be inclusive of this cost.

v. Loss or damage and indemnity Agreement :

The contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of owner used in performing the work or for injury to any person or persons for any property damaged in or outside the site. The contractor shall indemnify and hold the owner and the Engineer harmless against all liabilities, claims, loss or injury including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

vi. Third Party Insurance :

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to nay property, including that of the owner, or to any person, including any representative of the owner, by or arising out of the execution of works or in the work being carried out by the owner, by or arising out of the provision of clause 2.1.4 here of. Such insurance shall be effected with an insurer and in terms approved by the owner and for at least the amount stated in the appendix of the tender.

Note:- The contractors payment shall be cleared only after his compliance of all insurance formalities as given above. He shall have to deposit the photocopies of the various policies and payment receipts with the owners site engineers for this purpose.



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5. Execution of work

5.1 General:-

All the works shall be executed in accordance with detailed drawings, specifications and instructions given by the consultant or mentioned in the contract document.

5.2 Drawings:-

The drawings given with the tender document are as per our present requirement and are meant for the purpose of giving idea of the type and quantum of work to be executed.

All working drawings shall be marked "Released for Execution" and duly signed by the consultant. All the old drawings shall be discarded and marked with "Superseded by Drg. No...."

If during the execution of the work, any discrepancy occurs in the drawings or between the drawings and specification then the same should be clarified from the consultant prior to the execution of work. The decision given by the consultant/ owner would be final.

5.3 Inspection of works:-

i) The owner/ consultant shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The contractor should present himself or his authorized representative during the inspection so that the consultant can convey the instruction regarding the works.

ii) The contractor shall give information to the consultant before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.

iii) If the contractor fails to get the work inspected before covering it up, then the owner/consultant has full authority to get the work uncovered at the expenses of the contractor and if any fault is found then the same should be rectified by the contractor without claiming any extra payment.

5.4 Inadequate/substandard works and materials:-

i) If any material brought by the contractor is found unsuitable or of sub-standard quality after testing, then the contractor shall remove those faulty materials immediately from the site as per the instructions of the consultant.

ii) If any work executed by the contractor is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the contractor without claiming any extra payment or extension in time period.

5.5 Default of contractor in compliance:- If the contractor or his authorised representative fails to follow the instructions given by the consultant/owner regarding any of the works, then the same shall be got executed by other persons employed by the owner and the expenses incurred shall be borne by the contractor.

5.6 Discrepancies between instructions:- If any discrepancy occurs between the various instructions



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conveyed to contractor or his authorised representative or if any misunderstanding arises between the contractor's staff and owner's staff, the contractor shall report the matter immediately to the consultant/owner. The decisions of owner shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

5.7 Change in specifications and valuation of extra items:- If there is any variation in specification for any change in make of item, then it has got to be approved from the owner/consultant prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the owner/consultant. If any of the items to be executed is not included in the schedule of quantities, then the rates for items will be worked out based on DSoR 2019. If the rates are not mentioned in DSoR, the rates of such items will be worked out based LMR allowing 15% to cover overhead & profit.

5.8 Work not specified in the specification:- If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specifications, if the work is not covered by IS specifications also, then it should be executed as per standard engineering practice, subject to approval of the consultant.

5.9 Testing: The contractor shall agree for testing works as mentioned in the specifications of various items of works involved in the project.

i) If the various tests prescribed in the specifications at specified intervals for ascertaining the quality of the work done prove unsatisfactory, the consultant/owner shall the authority to instruct the contractor to re-execute the work done or make alterations as per the orders of the owner/consultant.

ii) The contractor shall furnish to the owner/consultant, for approval adequate samples of all materials to be used in the works free of cost. Such samples shall be submitted before the work is commenced, giving ample time to permit the tests.

iii) All materials furnished in actual works shall be of the same quality of that of approved samples.

The testing of various materials to be used in works shall be tested in standard laboratories as directed by the owner/consultant and the expenses incurred shall be borne by the contractor.

5.10 Progress Report: During execution of the contract, the contractor shall furnish fortnightly progress reports to the consultant and in the format as specified by the consultant indicating the progress achieved during the fortnight and the total progress up to the fortnight as against scheduled and anticipated completion dates in respect of key phases of the work. The contractor shall also furnish any other information in order to ascertain progress, if called for by the consultant.

5.11 Liabilities for defects and rectifications:- If it shall appear to the owner/consultant that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall



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on demand in writing from the owner/consultant or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the owner/ consultant or his demand aforesaid, the owner/ consultant may on expiry of notice period rectify or remove, re-execute the work at the risk of contractor and the cost shall be recovered from the contractor. The decision of the owner/ consultant as to any question arising under this clause shall be final and conclusive.

5.12 Period of liability:- The liability period of the work shall be 12 months from date of completion of the work as certified by the owner and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at his own expense to the satisfaction of the consultant/owner. If the contractor fails to do so, then the owner shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the contractor.

5.13 Suspension of work:- The contractor shall suspend the progress of work, on receipt of the written order from the owner / consultant for any of the following reasons:-

- a) On account of any default on the part of the contractor. In this case the contractor shall be entitled for the extension of time, but the contractor shall have no claim for payment of compensation for re-execution of faulty works.
- b) For execution of the works for reasons other than the default of the contractor.
- c) For safety of the works.

5.14 Possession prior to completion : The consultant shall have authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of works then the adjustment in the time of completion shall be done accordingly. The decision of the consultant regarding the extent of delay shall be final and binding.

5.15 Care of works:- From the commencement to the completion of works, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the contractor shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the consultant/owner.

6.0 CERTIFICATE AND PAYMENT

6.1 Schedule of rates:-



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The payments to be made to the contractor for various items of works shall be as per the finalized rates in tender document and the rates of extra items finalized from time to time.

The rates finalized in the tender document shall remain firm till the completion of the work including extension of time, if any.

After the completion of work, the contractor will have to submit the clearance certificate for all statutory payments like royalties, octroi etc.

6.2 Measurement:- Joint measurements of the various items of the work shall be taken by the contractor's authorized representative in presence of the owner's and consultant's authorised from time to time for maintaining the records and preparing the bills. If the contractor fails to send his representative then the measurements taken by the owner's and consultant's authorized representative shall be final and no claim shall be entertained in this regard.

6.3 Mode of measurement:- All measurement shall be in the metric system and in accordance with Indian standard specifications and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the owner/consultant immediately. The decision given by the consultant shall be final and binding on the contractor. In case of mode of measurement of any items is not specified, then I.S.I mode of measurement (as applicable during contract period) shall be followed.

6.4 Mobilisation Advance:- See payment terms in 7.0

6.5 Billing :

The running account bills to be submitted by the contractor should be for a minimum reasonable amount as decided by the consultant depending upon the quality of work allotted. The bill should be in the performa approved by the consultant/ owner giving abstract and detailed measurements of various items of works executed / partially executed and material brought by the contractor for execution of work.

The billing shall be cumulative billing given details of previous bill amount advance paid & deducted, security deduction and clearly showing the amount due against the submitted bill.

6.6 Lumps sums in tender : For the items in tender where it includes lump sums in respect of parts of works, the contractor shall be entitled for payment in respect of the items at the same rates as are payable under this contract for such items. If in the opinion of the consultant, any part of the work is not susceptible to measurement, the consultant may at his discretion pay the lump sum amount for the work and the decision of the consultant/owner shall be final and binding on the contractor.

6.7 Running account payments to be regarded as advances:- All running account payments of civil works shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or



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unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the owners under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the consultant/owner, otherwise the consultant's and owner's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor.

The payment of final bill shall be done within three months after the submission of final bill by the contractor, to the consultant/owner mentioned in terms of payment.

6.8 Payment of contractor's bills:-

The payment due to the contractor shall be made only in Indian currency by RTGS / NEFT. In no case, will the owner be responsible if the amount is misled or miss-appropriated by the contractor or his representatives.

The owner reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting voucher etc. The owner further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

Wherever any claim for payment against the contractor arises as per the contract, the same will be deducted from the bill of the contractor or from his security deposit.

6.9 Provisional completion certificate:-

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

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the owner may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose of the same and the contractor shall pay the amount of all expense incurred.



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7.0 TERMS OF PAYMENT:-

7.1 The contractor is to supply the items which are actually required for the satisfactory completion of work in phased manner as per the requirement of client and site conditions.

7.2 Running account bills will be paid to the contractor for the civil works under this contract. Additional performance guarantee @2.5% will be deducted from each running account bills.

7.3 70% of the quoted value + full GST shall be paid as advance after the supply of Equipments/Machines, Electrical Panel board at site(It is the sole responsibility of the contractor to keep the materials supplied in safe custody and the owner is not liable to pay any compensation for the damages / losses sustained - if any).

7.4 25% of value of work and taxes will be released within 30 days after successful installation, commissioning and operation at site.

7.5 The 5% of Security deposited along with the agreement and 2.5% additional performance guarantee recovered from the RA bills will be released only after the liability period of one year - after successful CONSTRUCTION, COMMISSIONING AND OPERATION OF EFFLUENT TREATMENT PLANT. However the performance guarantee can be released on production of an irrevocable Bank Guarantee from a Scheduled Bank for the same amount.

8.0 SPECIAL CONDITIONS

8.1. Payment will be made against actual measurements of works carried out. No payment will be made for the excess materials supplied over and above the actual usage / requirement and has been removed from site at the cost of the contractor at regular intervals.

8.2. All the materials supplied at site must be under the safe custody of the contractor or his authorized agent and the owner will not compensate for the damages or losses occurred – if any.

8.3. There must be effective interaction and co-ordination between all other contractors and their meworking at the same site for the successful and timely completion of the project. The contractors and their men must obey and accept / follow the instructions given at site by the Project Coordinator, his authorized persons, their consultants and other officers concerned engaged for this project.

8.4 Any deviation from the approved BOQ / specifications, the contractor should immediately intimate the HOMCO with financial implications – if any, and get the approval before executing the changes / deviation.

8.5 If the contractor cannot complete the work by partially or fully withdraw from the contract, the balance work will be arranged by HOMCO at the risk and cost of the Contractor and the Security deposit and EMD will be forfeited and recover the balance amount due for the work so far



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executed.

- 8.6 Any misbehavior or unruly incidents are noticed, the contract will be terminated and the losses sustained by HOMCO due to this will be recovered from the Contractor.
- 8.7 Annual Maintenance Contract (AMC) including services like replacement of spares, attending mechanical complaints, routine maintenance etc. will be arranged separately after the warranty period.
- 8.8 Separate operation and maintenance cost for a period of 5years.
- 8.9 Hydraulic Test should be done for all pipe line.

9.0 Labour laws and safety regulations

9.1 Labour Laws:

- i) Labour below the age of 18years shall not be employed on the work.
- ii) The contractor shall not pay less than what is specified by the law to laborers engaged by him on the work.
- iii) The contractor shall, at his own expenses, comply with all labour laws and the owner shall not be responsible for any recovery/penalty imposed by the representative authorities for violating the labour laws.
- iv) If the contractor is covered under the contract labour (Regulation & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the Office of Labour Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.
- v) The contractor shall furnish to the consult/owner, the details of the workers employed on the works.
- vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- vii) The consultant shall on a report having been made by an inspecting officer as defined in contract labour (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, or if deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.

- 9.2 **Minor accident on duty:-** For cases of minor accident on duty not covered under compensation by insurance, the contractor shall have to compensate the affected person by reimbursing this medical expenses against submission of actual expenditure document. The absence from duty, if takes places, due to



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such accident shall be considered as special leave and full payment shall have to be made for duration of such absence.

9.3 **Provident fund:-** It shall be solely the contractor's responsibility to complete all provident fund formalities as per statutory regulations.

10.0 Safety Code:-

10.1 **Safety and protection:-** The contract shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;
Safety of personnel engaged in the construction.

Protection and safety of works and materials during their progress.

Sanitary and hygienic conditions of working and living for his workers, as required by the consultant.

10.2 **Use of safety gadgets:-** The contractor shall have to ensure availability and use of all desire safety gadgets like safety belts, helmets, goggles, hand gloves etc.

Unsafe working condition:- If any activity is found to be progressing without proper and complete safety measures(including use of safety gadgets) being implemented, the contract may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

10.4 **First Aid :-** The contractor shall provide first aid facilities for his employees and those of his sub-contractors. The requisite first aid box and medicines should always be available at work site.

10.5 **Contractor's Barricades:-** The contractor shall erect and maintain barricades required in connection with his operations to guard or protect.

- i) Excavations
- ii) Hoisting areas
- iii) Areas adjudges hazardous by the contractor's or consultant's representatives.
- iv) Charged electrical panels.
- v) Owner's existing property liable to get damaged by contract's operation.

The contractor shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

11.0 Details of work execution:-

- i) The work shall be done in such a manner so as to clear work front availability for other agencies working at side.
- ii) Finish of work shall be as per drawings & details given by owner/consultant.
- iii) In general the complete work is to be done as Indian standard and esthetical norms as specified and



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detailed in tender.

12.0 Site:- The site is located at Alappuzha, Kerala The contractor shall be responsible for the movement of his men, material and equipment at no extra cost.

13.0 Electricity & Water:-Electricity & Water will be at the responsibility and expense of the contractor.

14.0 Contractor's scope of supply:- All material required for executing the jobs specified in the bill of quantities, inclusive of all tools, tackles, scaffolding, consumables & testing equipments shall be procured and supplied by the contractor at his own cost except for any items specified as owner supplied.

15.0 Recovery from the contractor:-

- i) If the contractor or his employees damage or destroy the property of the owner, then the same shall be replaced /refunded by the contractor, otherwise the expenses may be recovered from his bill or security deposit.
- ii) All compensation & recoveries to be made as per terms of the contract shall be deducted from the contractor's bill or security deposit.
- iii) Forfeiture of security deposit:- Whenever any claim against the contractor is to be recovered then the same may be made from the security deposit. If the contractor abandons the work or leaves the work in complete, then the owner/ consultant has the right to forfeit the security deposit.

16.0 Special Instructions:-

- a) All materials to be used in execution of project shall be first class quality; I.S.I. marked and shall be approved by owner/consultant before its application.
- b) The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by owner /consultant. The contractor shall arrange necessary labour and transportation to facilitate testing of samples/ materials. Frequency of testing materials/ samples shall be as per related I.S. codes.
- c) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the consultant before completely executing the work.
- d) The owner/consultant should be informed immediately for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.
- e) Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify/ reconstruct the work as specified by owner/consultant. No extra charge will be admissible in such case. If contractors fails to do so, the owner/consultant reserved the right to rectify reconstruct the through some other agency at the expenses of contractor.
- f) The schedule of activities as submitted by the contractor shall have to be strictly adhered to. Regular



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g) progress reports shall have to be submitted by the contractor giving all details for monitoring of the schedule.

The contractor shall take charge of site and if site clearance is involved, he shall attend to it. (If such type of unforeseen and unavoidable situation occurs, in that case actual labour employed for such job shall be paid including overheads and profit).

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

i) The contractor shall have to co-operate with the agencies executing other work in the same area.

While executing the work, the contractor shall ensure safety and security of the property of the owner so as to avoid theft etc.

SPECIFICATIONS

The specifications give a general description of the work to be executed and a detailed description of the materials and workmanship to be used therein. The specifications shall be read in conjunction with the other documents forming part of the work included in the contract.

01. **Facilities to be provided by the contractor:-** The contractor shall provide at his own expense for use of the consultant throughout the contract period the following:-

- i) A theodolite with tripod and plumb bob in good condition together with permanent and temporary pegs, ranging rods etc. necessary for checking the works.
- ii) An automatic titling level with tripod in good condition together with permanent and temporary pegs, survey leveling staff etc. necessary for checking the works.
- iii) Adequate number of metallic and steel tapes to measure upto 30 meters and pocket steel tapes to measure upto 3 meters.

02. **Bench marks:-** For setting out, leveling of the works, the consultant shall prior to commencement of the works, provide one leveling bench mark and base line. It shall be the responsibility of the contractor thereafter to protect these from damage and movement during the entire duration of the contract.

03. **Standard specifications:-** Unless otherwise specified, all the relevant codes and standards published by the Indian standard Institution and all other codes/ standards which may be published by them before the acceptance of the contract shall apply and govern in respect of design, workmanship, quality and properties and testing.



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04. **Safety measures:-** The contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the site to both persons and property. The contractor shall provide and maintain at his expenses all necessary scaffolding and fencing to the satisfaction of the consultant for the due erection and protection of the work and materials to be used on the work and shall confirm to every other condition or conditions set out in relevant clause of the conditions of contract.

05 **Quality:-** All materials for incorporation in to the works and the workmanship shall be of the best quality of their respective kinds, specified herein and shall comply strictly with the tests prescribed herein and the tests which are not prescribed in the specifications shall comply with the requirements of the latest issue of the relevant Indian standards.

The contractor shall immediately remove from site any materials and/or workmanship which in the opinion of the consultant is defective or suitable and shall substitute proper materials and/or workmanship forthwith.

06. **Inspection and Testing:-** All materials to be used for the construction works shall have to be tested prior to execution of work. No material shall be used for construction unless it has inspected or tested by the consultant or his authorized representative.

The testing charges shall be borne by the contractor. The defective material shall be removed from the site.

07. **Sampling:-** Samples of all material proposed to be used for construction shall be collected by random sampling method from the materials brought by the contract to the site of work.

08 **Contractor to include in his rates:-**

i) **Access to site:-** The contractor shall provide all temporary roads and gangways required for access to the site.

ii) **Access for inspection:-** The contractor shall provide easy and safe access by means of ladders, gangways etc. for inspection or measurement of works by the consultant or his authorized representative.

Benches:- The contractor shall construct and maintain proper benchmarks on the centre lines of columns

iii) and walls so that the alignment of columns and walls can be checked whenever required.

09 **.Work to be executed as per specifications:-** The contractor shall execute the work strictly as per the drawings supplied to him. If there is any discrepancy in the drawings, then the same should be got cleared from the consultant before executing the work.

10. **Work to be executed as per specifications:-** The contractor shall execute the work strictly as per the



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specifications mentioned in the tender documents & instruction of consultant/client. If there is any variation in specification or any change in make of item, then it should be got approved from the consultant prior to installation and the financial impact plus or minus shall be incorporated by the consultant accordingly. If any item to be executed is not mentioned in the schedule of items then the contractor shall submit the rate analysis of the item (specifying the material and labour to be incurred and considering 20% toward overheads & profit) to the consultant for approval before the execution of the item.

DETAILED SPECIFICATIONS

1. **General:-** The tender is advised to have an idea of the samples of the materials enumerated below as appeared and desired by the consultant before submitting the tender. The tendered shall be deemed to have known the samples and satisfied himself as to nature and quality of materials required to be incorporated in the work irrespective of whether he has actually inspected them or not. The materials to be supplied to the contractor shall confirm to or be superior to the specification given here in the samples of following materials.
2. **Approval of samples:-** The contractor shall produce samples of all materials and obtain the written approval of the consultant before making bulk order for their procurement and incorporation in the work. The materials shall comply with relevant latest Indian standard specification. Materials with I.S.I. marking shall be provided where available.
3. **Miscellaneous:-** The technical specifications of the item of works not covered here in shall be in general to be carried out as per IS specifications. Also few items of work/supply shall be as per the respective manufacturers specifications. Should the contractor having any doubts regarding technical specifications of any item they shall contact the consultant for clarifications well in advance.

STEEL & IRON WORK

- 0.1 **Steel items for the work shall be supplied by the department as indicate in special conditions of the contract. The material supplied by the contractor shall be produced from authorized stockiest/dealers of tested quality.**
- 0.2 Contractor shall take proper care of steel supplied by the owner and protect the same from weathering and damage while in the contractor's custody. Any such material damaged while in contractor's custody shall be replaced by him at his own cost.
- 0.3 Contractor shall use steel supplied by the department judiciously and to the best advantage so as to minimize splicing and wastage. The contractor shall submit the cutting lists for the consultant's approval before fabrication commences and make any modifications therein as directed by the consultant.



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- 0.4 Bolt, nuts and washers used in the work shall be of grade (B) confirming to relevant IS1363, IS1367, IS6639. All bolts heads and nuts shall be of such a length as to project one clear thread beyond the nut when fixed in position and these shall fit in the holes without any shake. The nuts shall fit in the threaded end of bolts properly. The number of bolts and size of bolts shall be as shown in drawing. The weight of bolts, nuts, washer etc. shall be added to the weight of relevant components.
- 0.5 **Fabrication:-** Structural steel shall be in accordance with the approved shop drawings. The workmanship and finish shall be of best quality and shall confirm to the best approved method of fabrication. All materials shall be finished straight and shall be true and square. All holes and edges shall be free of burrs. Shearing and chippings shall be neatly and accurately done and all portions of work exposed to view shall be neatly finish.
- 0.6 **Connections:-** All connections of steel work shall be welded except where bolting is specifically shown on drawing.
- 0.7 **Straightening & cutting:-** Rolled materials before being worked shall be straightened, it will be done by methods that will not injure the materials. Heating and forging shall not be resorted to. Cutting shall performed by shearing or friction saw or by automatic/ semi automatic gas cutting machine. After gas cutting, edges shall be cleared of slag burnt metal etc. by grinding.
- 0.8 **Joints:-** Joints surface shall be prepared as per the I.S. Standards. Except where indicated in drawings every member of the steel trusses, roofs, girders etc. shall be in one piece without joint. However, additional splices joint if required shall be all as shown in drawing or directed by consultant.
- 0.9 Punching and drilling holes shall be carried out as per standard practice and as specified in IS800.
- 10.0 **Welding:-** All welding shall be metal ARC welding using consumable electrodes. All fillet welds shown in drawing shall be normal fillet welds. Welding shall be done as specified in IS816 & IS 823. Welded joints shall be free from defects that would impair the service performance of the construction. All welds shall be free from incomplete penetration incomplete fusion, slag inclusion, burns unwelded craton under cuts and cracks in weld etc... Defective weld where noticed shall be removed down to sound metal and rewelded. Whenever correction necessitates the deposition of additional weld metal electrode of a size not exceeding 4mm be used.

SCOPE OF CONTRACTOR

The work to be carried out involves Construction, commissioning, operation & maintenance of all mechanical (Including Piping/Valves etc.), electrical, instrumentation and control components for ETP.

Contractor scope shall encompass the following:

- Sufficient number of qualified and well experienced technical personnets must be posted for the day to day supervision of the work. The details may be given in the attached format (annexure II).
- Prior to submit proposal, contractor needs to visit the facility location to get understanding the



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area available for the treatment system construction and topography of the area;

- Make provisions for inspection of ETP by *HOMCO* personnel/ consultant/ representatives at the system supplier's facility/yard;
- Transport ETP equipment to the site;
- Load and unload ETP equipment;
- Securely store ETP equipment at the site (at location prescribed by Client, Partition, lock and key is under the scope of contractor);
- Pay ALL octrois, levies, taxes, etc.
- Pay ALL insurances;
- Provide a comprehensive operation and maintenance plan (manual) for the system.
- System supplier should provide the performance guarantee for treatment process and plant life minimum for two years.
- Operate and maintain ETP for six months and handover a stabilized ETP in satisfactory form to *HOMCO*;
- Provide the list of spares required for the treatment plant.
- Appropriate provisions shall be made for treatment system maintenance;
- The system supplier shall include other necessary plant components, as appropriate and necessary for ETP, such as:
 - All electrical wiring/cabling and subsequent connections;
 - All piping systems, pumping systems and mixing systems;
 - Compressed air pipe line systems;
 - Flow measurement provisions for influent and effluent, and at other critical locations;
 - Measurement of other critical plant operational parameters;
 - Ensure compatibility of materials of constructions for various equipment and systems proposed;



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- Sample collection system/point;
- Equipment Catalogues
- List of treatment chemicals along with specification.

TECHNICAL SPECIFICATION

SPECIFICATIONS FOR CIVIL UNITS

Requirement for all Concrete Structures

- a) All bedding & leveling concrete shall be minimum 100 mm thick in concrete grade 1:4:8 unless otherwise specified.
- b) Liquid retaining structures: The wall & bottom slab thickness shall not be less than 150 mm in any water retaining structure except in launders & channels. The same shall be designed using M-25 concrete design mix with OPC-43 grade and maximum 20 mm aggregate size for all structure members.
- c) Other structures: concrete shall be M-25.
- d) Medium reinforcement & cover of concrete shall be as per 7.1 & 7.2 of IS: 3370 part II / as per relevant clause of IS456:2000.
- e) Water retaining structures such as tanks and sumps and concrete roofs shall be designed on a no crack basis & against uplift pressure assuming sub soil water at Ground Level.

2) The size and numbers of CETP units and Minimum recommended Sizes are given in the following Table.

3) Any item not covered in this Table, the specifications shall be as that of similar other item. The unit's sizes had been worked out considering various design parameters as applicable to the relevant treatment units with appropriate arrangement and housing of equipment to handle the design flow.

Basic Assumptions for working out cost of civil works

- 1) Item rates for civil works had been taken as per DSOR 2019 for working out the cost of civil works.
- 2) Plinth Area Rates had been taken for working out the cost Buildings.
- 3) Thickness of RCC structure members had been done as per design
- 4) Assumed avg. quantity of reinforcement steel per Cu.m. of RCC
 - a) 60 kg for walls & slabs and
 - b) 80 kg for columns, beams & footings
- 5) All building had been considered RCC framed structure with RCC footings, beams, columns, RCC roof slab. However dry sludge store shall have prefabricated/AC sheet roofing.



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6) All pump houses as required leak-proof, has been considered RCC walls up to plinth level.

Liquid retaining structure shall M-25 concrete design mix with cement for all Structure members. Reinforcement steel shall be TMT high strength bars Fe-500.

SPECIFICATION FOR MECHANICAL EQUIPMENTS AND WORKS

GENERAL

All Mechanical Equipment shall be provided with proper protection from the external environment, in the form of coverings, tin-sheds etc.

6.0 DIFFUSED AERATION Diffused aeration is an efficient way to transfer oxygen to a water body. A compressor on shore pumps air through a hose, which is connected to an underwater aeration unit. Attached to the unit are a number of diffusers. These diffusers come in the shape of discs, plates, tubes or hoses constructed from glass-bonded silica, porous ceramic plastic, PVC or perforated membranes made from EPDM (ethylene propylene diene Monomer) rubber. Air pumped through the diffuser membranes is released into the water. These bubbles are known as fine bubbles. The EPA defines a fine bubble as anything smaller than 2mm in diameter. This type of aeration has very high oxygen transfer efficiency (OTE). On average, diffused air aeration diffuses approximately 2–4 cfm (cubic feet of air per minute). Fine bubble diffused aeration is able to maximize the surface area of the bubbles and thus transfer more oxygen to the water per bubble. Additionally, smaller bubbles take more time to reach the surface so not only is the surface area maximized but so are the number of seconds each bubble spends in the water, allowing it more time to transfer oxygen to the water. As a general rule, smaller bubbles and a deeper release point will generate a greater oxygen transfer rate. However, almost all of the oxygen dissolved into the water from an air bubble occurs when the bubble is being formed. Only a negligible amount occurs during the bubbles transit to the surface of the water. This is why an aeration process that makes many small bubbles is better than one that makes fewer larger ones. The breaking up of larger bubbles into smaller ones also repeats this formation and transfer process.

Blowers and Aeration System:

The treatment plant shall be provided with positive displacement blowers with a common base and a central electric control panel, drip proof induction type electric motors, necessary valves including a pressure release valve and suitable filter and silencing. All piping and related accessories necessary to connect the blowers to the plant air header shall be provided by the plant manufacturer. Flexible reinforced rubber connecting sleeves shall be provided wherever required. There shall be 100% standby arrangements for blowers.

Air Diffusers

Each diffuser drop-pipe shall be equipped with non- clog fine bubble diffuser of sufficient quantity to keep pressure loss through the drop-pipe assembly to a minimum. The air diffusion devices shall be designed to distribute air to cover the entire length of the tanks and to have



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efficiency such that an adequate supply of oxygen is maintained in the tanks to treat the effluent load for which the plant is designed.

SEWAGE RELIFT PUMPS, SLUDGE RECIRCULATION, FILTER FEED PUMPS, FILTERED WATER PUMPS.

(Each type of pumps shall be min. N+1 redundancy (N working + 1standby)

Raw sewage re-lift pumps shall be compact, mono-block, dry motor submersible type with non-clog free flow open impellers and with solid handling capacity of required size.

Sludge return, filter feed & soft water pumps shall be horizontal non-clog centrifugal pumps for the required discharge and head and of required specifications. Pump shall be directly connected to an electric motor by means of a flexible coupling and mounted on a common C.I. or M.S. base plate.

Each sludge return pump shall have a capacity suitable for re-circulating 100% sludge. The second pump shall be a standby.

CHEMICAL DOSING PUMPS

Provide chemical dosing pumps complete with plastic suction and delivery piping, solution tank, mixing tank and feed arrangement.

Pumps shall be complete with motor control center, cabling and connection.

PRESSURE FILTER

Complete Pressure filter with dual filter media of appropriate capacity.

ACTIVATED CARBON FILTER

Complete Activated Carbon filter of appropriate capacity.

CHLORINATION UNIT

Providing gravity feed type chlorination plant working on differential pressure principle. The unit shall include solution tank, one mixing tank and feed arrangement with suitable device to control the dosage.

All fabricated surfaces shall be painted after thoroughly freed from dust and grease and dried with a coat of red oxide primer and three coats of finish paint as per provisions of I.S:1477-1971 and I.S:1477-1971.

PIPE DETAILS

The pipes used shall be as follows:

S.No.	Type of pipe	Class
1	Ductile Iron S&S	K9
2	Cast Iron S&S	AB (for grouted / buried under Concrete)
3	Cast Iron Flanged	B
4	Rigid PVC	10 Kg f/ sq.cm
5	GI	Heavy duty-class B



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6	Stainless Steel	Medium class
7	RCC Pipe	NP3

PIPE FITTINGS

Fittings above 80 NB shall be DI as per relevant specifications in IS/ BS conforming. The puddle collars embedded in the wall shall be of DI.

If flanged cast iron pipes and specials shall be used in the pump houses and to the limit of both suction and delivery pipelines they shall be manufactured and tested according to IS 1536 and 1537 respectively & Flanges shall conform to IS 1538.

NOTES ON EQUIPMENT MATERIALS

- 1) Materials thickness, where ever not mentioned, shall be sufficient to withstand against the loads including allowance for corrosion, wear & tear.
- 2) Makes of all fabricated and bought out equipments including major components, shall be as per List of suggested Vendors /makes.
- 3) Specifications given below are indicative to specify the equipment requirement and their quantities. Accessories for completeness and required operational performance are understood to be included.

SPECIFICATION FOR ELECTRICAL & INSTRUMENTATION WORKS

GENERAL

Each motor shall be provided with weatherproof terminal box and motors in exposed conditions shall be provided with suitable removable PVC covers.

Connections to all motors shall be made with flexible connections with suitable bushes and terminal lugs.

All electrical equipment supplied shall conform to relevant Indian standards wherever applicable and of approved makes. All items shall be tested at manufacturer's works and certified copies of such tests shall be supplied to the owners.

All electrical equipment e.g. motors, switchgears, cables etc. shall be of approved makes only.

All electrical work shall be executed by authorized and qualified persons competent to undertake such works under the rules and regulations of the local electric supply authority/Electrical inspectorate.

MOTORS

Electric motors shall be totally enclosed fan cooled induction type squirrel cage motors conforming to I.S: 325.

Each motor shall be provided with a starter and stop push button switch suitably mounted near each motor. This shall be in addition to the main switchgear provided in the switchboard cubicle. (Not required for sludge/effluent pump).



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CABLING

Company shall supply install and commission all cables from the panel to each pump/equipment. Underground cables shall be laid to a minimum depth of 900 or as specified by the Consultant and shall be protected with sand and bricks on top. Cables running on surfaces shall be neatly clipped to aluminum saddles at suitable intervals.

All cables shall be "Tropodur" PVC sheathed cables conforming to I.S: 1554 part-I. All cabling work shall be as per standard practice in accordance with i.e. rules.

EARTHING

All conduit runs metal clad equipment, main switches, plug, boxes metallic fittings shall have effective earthing using appropriate size of G.I. wire and proper clips to comply with the requirements of the rules.

Wiring:

All wiring shall be in accordance with the relevant Indian Standard. All wire shall be run in continuous lengths from controller to valve. All cable jointing shall be contained in waterproof containers and adequately sealed against moisture penetration with commercially available joiners designed for direct burial. All joints shall be in a valve box. Adequate wire shall be left at valves during installation to enable future replacement of valves without the need for excessive jointing of wires. Wires shall be laid below or beside the pipe reticulation system in a common trench with the pipes. Wires not in pipe trenches should be in suitably sized heavy duty electrical conduit.

Automatic Power Factor Control Panel

The Automatic Power Factor Control of Suitable KVAR capacity suitable for automatic operation and control of Power Factor within the set limits, free standing floor mounting type made out of 2mm CRCA Sheet steel powder coated with channel iron base frame suitable for operation on 3-phase, 4 wire, 50 Hz equipped with the following: -

Incomer

Suitable sets equipped with MCCB, PF meter, APFC Relay suitable for sequential operation of all capacitor banks.

Outgoing

- Suitable sets of power contactors with fuses.
- Capacitors Banks as per design & requirement of power Supply Company.
- LT Panel capacitor Banks shall be mounted in the separate LT Panel Board.

Electrical Panel

A separate panel (bay) should be provided for individual pump house. The control panel shall be made up of 2mm sheet steel with powder coating for long life. The control panel should contain ACB/MCCB (as per design requirement) of suitable rating contacts relays of reputed make.

GENERAL SPECIFICATIONS FOR ELECTRICAL PANELS

- There shall be separate Power panels for each pump house, chemical house and blowers etc.
- Power panels shall contain Incomer, MCCB, Bus bars, SFU, Relays, Online Indicators, ON/OFF Rotary switches, Starters and **Spares** of suitable capacities and adequate in numbers.
- Proper earthing systems/ earth pits shall be provided wherever required.



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Each equipments shall be provided with push button station for local ON/OFF. Push button operation DOL starters for motors / pumps upto 7.5 H.P. and automatic star-delta starters for motor 7.5 H.P. and above for all motors.

- Panels shall be indoor type, metal clad, floor mounted, free standing, totally enclosed, extensible type, air insulated, cubicle type for use on 415 Volts, 3 phase, 50 cycles system.
- Panels shall be designed to conform to the requirements of conform to the relevant IS specifications and shall be provided with required hardware such as control cabling, contactors, and spares.
- The structure shall be mounted on a MS Channel of required size. The design shall ensure that the weight of the components is adequately supported without deformation or loss of alignment during transit or during operations.
- Panel's doors and covers shall be of minimum 2 mm thick sheet steel. Sheet steel shrouds and partitions shall be of minimum 2mm thickness. All sheet panels shall be smoothly finished, leveled and free from flaws. The corners should be rounded.
- The apparatus and circuits in the power control centers shall be so arranged as to facilitate their operation and maintenance and at the same time to ensure the necessary degree of safety.
- All doors / covers providing access to live power equipment / circuits shall be provided with toll operated fasteners to prevent unauthorized access.
- Provision shall also be made for permanently earthing the frames and other metal parts of the switchgear.
- Specifications as per relevant BIS codes shall apply.
- There shall be separate Power panels for each pump house, chemical house and blowers etc.
- The overall protections should be provided in the panel board.

EFFLUENT CHARACTERISTICS AFTER TREATMENT

Wastewater characteristics expected quality of treated wastewater after treatment as per PCB standards has been provided in the Table.

pH (pH units)	6.5-8.5
Total Suspended Solids (mg/L)	30 mg/L
Oil & Grease (mg/L)	10 mg/L
Biochemical Oxygen Demand (mg/L)	30 mg/L
Chemical Oxygen Demand (mg/L)	150 mg/L
Colour and Odour	Colourless. No foul and offensive odour
Total Coliform (No./100 mL)	None
Residual Chlorine (mg/L)	1 mg/L



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Dissolved Oxygen (mg/L)	8 mg/L
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EXPECTED TREATED EFFLUENT CHARACTERISTICS after UF treatment

Sl.No.	Description	Parameters
1)	pH	6.5 - 8.5
2)	Suspended Solids	< 5 mg/lit
3)	Oil & Grease	< 1mg/lit
4)	C.O.D.	< 50 mg/lit
5)	B.O.D. (5 days)	< 03 mg

Further details could be obtained from the office during office hours

Managing Director, THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD at
0477 2258012 / 2258665

Chief Pharmacy Officer, Mobile No – +91 9946668792.

Fall Clause

The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Sd/-
MANAGING DIRECTOR



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ANNEXURE I

LETTER OF SUBMISSION OF TENDER

MANUFACTURER'S OFFER FORM

(To be submitted by manufacturers)

No. Dated:

To

The Managing Director,

THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD,

Pathirappally P.O,

Alappuzha, Kerala - 688521

(Tender Inviting Authority)

Sir,

Tender No :

Equipment Name :

Having examined the tender document relating to the *CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF EFFLUENT TREATMENT PLANT- 35KLD* comprising of the Tender Notice, Conditions of Contract, Specifications etc. and having understood the provisions and requirements relating to the work, having conducted a thorough study of the job, location of the site, transportation and communication facilities and all other factors governing the work, I/We hereby submit our offer for the execution of the proposed work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me / us in the accompanying Price Bid. I/We agree to keep the tender open for One twenty days (120) from the date of opening thereof and not to make any modifications in its terms and conditions.

1. We (Name of the tenderer) declare that we are the contractors of the above work having registered office at (full address with telephone number/fax number & email ID and website), and having factories at _____
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide performance guarantee/warranty of equipment and after sales service during the period of warranty/CMC/AMC as per the above tender.
4. We also hereby declare that we have the capacity to carry out the *CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF EFFLUENT TREATMENT PLANT- 35KLD* tendered within the stipulated time.
5. I/We confirm having deposited earnest money of Rs..... (Rupees.....) by Demand Draft/Bank Guarantee No..... dated..... drawn on..... Bank, branch attached here to.
6. I / We further confirm that :



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- 6.1. I / We have successfully done similar kind of work in various institutions (pharmaceutical industries/chemical industries/hospital) and I / We have vast experience in handling large works of this nature.
- 6.2. I / We have sufficient qualified manpower and necessary materials and equipments to execute the work efficiently.
- 6.3. The quoted rates shall be valid upto the completion of the work.
- 6.4. I / We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation / discrepancy except that specially mentioned in deviation sheet enclosed with the tender.
- 6.5. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate the information derived there from to any person other than a person to whom I/We am/are otherwise to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of the Tenderer
Postal Address

Witness

Signature

Name

Postal Address

Occupation



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ANNEXURE II

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

SL NO	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

Note: Additional information about Technical personnel, if any, may be submitted on separate sheet.

Signature of Applicant(s)



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Annexure III

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer	
2	Registered Address of the company: (Address, tel, fax, e-mail, website)	
3	Office Address E-mail website	
4	Contact Person Designation Mobile Phone No Telephone No Fax No e-mail	
5	Key Personnel : (Chairman / Managing Director/Managing Partner etc)	
6	Whether the tenderer is authorized contractor capable of carrying similar kind of work?	
7	Registration No. & Date of Company	
8	Principal Place of Business	
9	Act/Rule under which the firm was registered	
10	Type of Company (Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.)	
11	Turn Over of the company 2017-18 2018-19 2019-20	
12	Number of offices / centers in Kerala/South India/India	
13	Whether any criminal case was registered against the company or any of its promoters in the past Yes/ No	
14	Other relevant Information provided *	

* Here enclose the details such as presentation on the details of the tenderer in a CD preferably (please avoid submission of detailed leaflets/brochures etc, if possible)

Date : Office seal

Signature of the Tenderer/ Authorized signatory

HOMCO: Tender Document -CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF EFFLUENT TREATMENT PLANT (35KLD) FOR THE PROPOSED MANUFACTURING UNIT OF HOMOEOPATHIC MEDICINES



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Annexure IV

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registeredoffice) do hereby constitute, appoint and authorise Sri/Smt.....(name and address) who is presently employedwith us and holding the position of As our attorney, toact and sign on my/our behalf to participate in the tender no..... for..... (Work Name).I/ We hereby also undertake that I/we will be responsible for all action ofSri/Smt..... undertaken by him/her during the tender processand thereafter on award of the contract. His / her signature is attested below
Dated this the ___day of 202_

For _____
(Name, Designation and Address)

Accepted _____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

Annexure-V

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____forthe past three years are given below and certified that the statement is true andcorrect.

Sl. No. Year Turnover in Lakhs (Rs)

- 1 2017 - 2018 -
- 2 2018 - 2019-
- 3 2019 - 2020 -

Total - Rs. _____ Lakhs.

Average turnover per year - Rs. _____ Lakhs.

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)
Seal:



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Annexure VI

DECLARATION FORM

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ do hereby declare that I/We have carefully read all the conditions of tender HOMCO/..... DATED for supply offloated by the **THE KERALA STATE HOMOEOPATHICCO-OPERATIVE PHARMACY LTD, ALAPPUZHA, Kerala** and accepts all conditions of Tender.

Signature of the Tenderer/Authorized signatory

Annexure -VII

DEVIATION STATEMENT

Sr. No.	Item No. / Clause No.	Item / Clause Description as per Tender	Deviation asked for by Bidder	Reason for asking Deviation

Tender Inviting Authority has all the rights to accept/reject the deviations. if not accepted , Bidder has no rights to claim the deviations.

I /We hereby declare that the information provided above are correct and in accordance with the tender filled by us. The deviation not mentioned in this document but observed in the tender will be sufficient reason for disqualifications of my / our tender.