

RFP No. HML / INFRA / 01 / 2021

**REQUEST FOR PROPOSAL (RFP)
FOR SELECTION OF
DESIGN & BUILD CONTRACTOR
FOR DEVELOPMENT OF PHYSICAL INFRASTRUCTURE AND
CONSTRUCTION OF ADMINISTRATIVE BLOCK AT
MEDIPARK, IN CHENGALPATTU DISTRICT, TAMIL NADU**

VOLUME II - GENERAL CONDITIONS OF CONTRACT



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Table of Contents

Contents

GENERAL CONDITIONS OF CONTRACT	7
1. DEFINITIONS AND INTERPRETATIONS	7
1.1 Definitions.....	7
1.2 Interpretation	13
1.3 Record of Measurements and Arithmetic conventions	14
1.4 Communications.....	15
1.5 Confidentiality	15
2 COMMENCEMENT OF WORKS AND NOTICE TO PROCEED	15
2.1 Condition Precedent.....	15
2.2 Condition of the Project Site.....	15
3 THE CONTRACTOR.....	17
3.1 Obligation prior to commencement of Works	17
3.2 Construction of the Project	18
3.3 Contractor's responsibility in respect to Design and Drawings of the Project.....	18
4 SUBCONTRACTORS	19
5 HEALTH, SAFETY, SECURITY AND ENVIRONMENT	19
5.1 Importance of Safety	20
5.2 Contractor's Health, Safety, Security and Environment Plan	20
5.3 Environmental Compliance.....	20
5.4 Fencing, lighting and guarding.....	21
6 ELECTRICITY, WATER	22
6.1 General arrangements.....	22
7 RELATED WORKS.....	22
7.1 Acknowledgement.....	22
7.2 Responsibilities with respect to Related Works'	22
8 CHANGE OF SCOPE.....	24
9 LIABILITY AND INDEMNITY	25
9.1 General Indemnity.....	25
9.2 Indemnity by the Contractor	25

9.3	No consequential claims	27
9.4	Insurance	27
10	CONTRACTOR'S EQUIPMENT AND OTHER PROVISIONS.....	28
10.1	Contractor's Equipment.....	28
10.2	HML not liable for damage	29
10.3	Conditions of hire of Contractor's Equipment.....	29
10.4	Approval not implied	29
10.5	Re-vesting and removal of Contractor's Equipment	29
11	LABOUR AND CONTRACTOR'S PERSONNEL	30
11.1	Labour Compliances	30
11.2	Temporary Works	30
11.3	Compliance with Rules for Employment of Labour	30
11.4	Preservation of Peace	31
11.5	Sanitary Arrangements	31
11.6	Outbreak of infectious Diseases	31
11.7	Medical Facilities at Site	32
11.8	Use of Intoxicants	32
11.9	Contractor to indemnify	32
11.10	Engagement of Labour.....	32
11.11	Project Site records and returns	32
12	TIME FOR COMPLETION, DEFECT LIABILITY PERIOD AND ACCELERATION	33
12.1	Time for Completion.....	33
12.2	Rate of progress.....	33
13	EXTENSION OF TIME FOR COMPLETION	33
13.1	Contractor's notice of event likely to cause delay.....	33
13.2	Reasons for delay and extension of time	34
13.3	Delay Events.....	34
13.4	Defect Liability Period.....	34
14	LIQUIDATED DAMAGES	36
14.1	Liquidated Damages for delay	36
14.2	Payment of Liquidated Damages.....	36

15	INTELLECTUAL PROPERTY.....	36
15.1	Intellectual Property	36
15.2	Infringing Matter	37
16	PAYMENT.....	37
16.1	Payment Schedule	37
16.2	Mobilisation Advance and Recovery	38
16.3	Cash flow forecast	38
16.4	Payment Certificates.....	38
16.5	Payments	39
17	TAXES AND DUTIES	39
17.1	Contractor to pay Taxes.....	39
18	FORCE MAJEURE	40
18.1	Force Majeure Clause	40
19	TERMINATION.....	40
19.1	Termination for Contractor Default.....	40
19.2	Termination for Authority's Convenience	42
19.3	Valuation of Unpaid Works.....	42
19.4	Termination Payment	43
19.5	Survival of rights	43
20	DISPUTE RESOLUTION PROCEDURE	43
20.1	Conciliation	44
20.2	Arbitration	44
20.3	Jurisdiction.....	44
20.4	English Language	44
20.5	Enforcement of Award.....	44
20.6	Performance during Arbitration	45
21	MISCELLANEOUS	45
21.1	Assignment and Charges	45
21.2	Governing Law and Jurisdiction.....	45
21.3	Waiver.....	45
21.4	Amendments	45

21.5	Severability	46
21.6	No Partnership.....	46
21.7	Exclusion of implied warranties.....	46
21.8	Discoveries	46
21.9	Entire Agreement.....	46

VOLUME II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Conditions of Contract ("**Contract**") the following words and expressions shall, unless repugnant to the context or meaning thereof, has the meaning hereinafter respectively ascribe to them:

"Additional Cost" means the additional capital expenditure and/or the additional operating cost or additional taxes or all as the case may be, which the Contractor has or would be required to incur, and which has arisen as a result of Change of Scope of work;

"Mobilisation Advance" means interest carrying mobilization advance paid for mobilizing resources;

"Affected Party" means a Party whose performance of its obligations under the Contract is prevented, hindered or delayed in whole or in part by reason of Force Majeure;

"Applicable Laws" means all laws, brought into force and effect by Government of India or the State Government(s) including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction of the Project during the subsistence of this Agreement;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time;

"Authority Engineer" serves as "Engineer of the Authority" on the project to discharge the functions and duties specified in this agreement;

"Authority" or **"HLL MEDIPARK LIMITED"** or **"HML"** means HLL Medipark Limited, is a Government of India Enterprise and a Joint Venture of HLL Lifecare Ltd and TIDCO;

"Bid" means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposals dated [●] in accordance with the provisions

thereof;

“Bid Security” or **“Earnest Money Deposit”** or **“EMD”** means the guarantee provided against the validity of the bid by the Contractor while submitting its Bid to the Authority in the form and manner stipulated in the Request for Proposal dated [.];

“Change” means any change to Technical Specifications and Drawings, which is instructed or approved as a Change under Clause 8 of this Agreement;

“Change in Scope” shall have the meaning as set forth in Clause 8.1 of this Agreement;

“Change of Scope Notice” shall have the meaning as set forth in Clause 8.1.1 of this Agreement;

“Change of Scope Order” shall have the meaning as set forth in Clause 8.1.2 of this Agreement;

“Completion Certificate” means upon completion of all works as mentioned in the contract and the Authority’s engineer determining the tests to be successful, it shall forthwith issue to the contractor and the Authority a certificate (Completion certificate) ;

“Communication” shall have the meaning as set forth in Clause 1.4 of this Agreement;

“Confidential Information” means the Contract and everything contained therein, all documentation, data, particulars of the Works and/or the Medipark and/or the Project and technical or commercial information made by (or on behalf of) HLL MEDIPARK LIMITED or obtained directly or indirectly from HML by the Contractor or which is generated by the Contractor or any subcontractor or any information or data that the Contractor receives or has access to as a result of the Contract, other than information:

- a) Which is generally available in the public domain other than by any unauthorised actions or fault of the Contractor; and
- b) which is in the possession of the Contractor with a right to disclose;

“Construction Period” means the period commencing from Effective Date and ending on the date of the Completion Certificate;

“Contract” or **“Agreement”** means the Letter of Award, these General Condition of Contract, Special Conditions of Contract, Technical Specifications and Drawings, the Schedules, and includes any amendment thereto;

“Contract Period” means the period commencing from Effective Date of signing the

contract and ending on the date of the Completion Certificate; This period shall also include O&M period of WTP and STP also.

“Contract Price” means the sum stated in Special Conditions of Contract and as payable to the Contractor for the execution of the Works in accordance with the provisions of the Contract;

“Contractor” means the selected “Design & Build” contract bidder pursuant to the Letter of award , who is a firm either be a sole proprietorship firm / a partnership firm / a limited liability partnership / a company incorporated under the Companies Act 1956 and /or the companies Act, 2013 which undertakes the infrastructure works for implementing the Project in accordance with the General conditions of contract and Special conditions of contract as stated herein;

“Contractor's Documents” means those documents to be prepared by the Contractor under the Contract including without limitation, such technical documents specified in Technical Specifications and Drawings and such data, drawings, designs, design information, detailed drawings and designs, descriptions, calculations, schedules, specifications, plans, samples, patterns, drawings, inspection and test plans, manuals;

“Contractor's Insurances” means the insurance policies to be purchased and maintained in full by the Contractor, in order to mitigate any risks that may emerge during various stages of execution of responsibilities set out in this contract

“Contractor’s Representative” means_a Project Manager designated by the Contractor who shall represent the Contractor for planning, designing, executing and reporting to the Authority on all aspects of the Works including compliance to various terms and conditions of this RFP

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default and shall:

- a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- b) not relieve any Party from liability to pay damages or compensation under the provisions of this Contract;
- c) and not in any way be extended by any period of Termination under this Contract; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority or the Authority’s Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Authority’s Engineer to accord their approval;

“Interest Rate” shall be the interest rate per annum set out in Special Conditions of Contract;

“Day work Schedule” means the day work schedule which is prepared and priced by the Contractor in respect of the Works and included as set out in this contract

“Defect Liability Period” shall have the meaning as set forth in Clause 13.4 of this Agreement;

“Drawings” means all of the drawings including designs, calculations and documents pertaining to the Project in accordance with the Special Conditions of Contract;

“Effective Date” means the date of issuance of Letter of Award;

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the or the Works, physical encumbrances and encroachments on the or the Works;.

“Force Majeure” shall have the meaning as set forth in Clause 18 of this Volume;

“Force Majeure Period” means, the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract;

“Force Majeure Event” shall have the meaning as set forth in Clause 18 of this Volume;

“Gol” means the Government of India and includes any agency, authority (including any regulatory authority) department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Intellectual Property” means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, confidential information, and all other rights resulting from intellectual activity in the industrial fields;

“Latent Defect” means any work or repair, amendment, reconstruction, rectification, defect, imperfection or other fault which only becomes apparent to HLL MEDIPARK LIMITED following the expiry of the Defects Liability Period and which is due to the use of materials or workmanship not in accordance with the Contract or the neglect or failure of the Contractor to comply with any of its obligations, express or implied, under the Contract;

“Liquidated Damages” shall have the meaning as set forth in Clause 14 of this Volume;

“Medipark” is a state-of-the-art integrated industrial park for medical devices and technology sector which is proposed to be set up in Chengalpattu District of Tamil Nadu over an area of 330.10 acres;

“Material Adverse Effect” means material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Materials” shall mean all construction materials including but not limited to all items required to be incorporated in the Works, for construction and completion of the Works and set out in the Technical Specifications and Drawings;

“Master Plan” means the plan defining the layout of the development Work within the Project Site;

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

“Payment Schedule” means the payment schedule described as such and set out at Clause 16.1 of this Agreement;

“Performance security” shall have the meaning as specified in Volume I Clause 6.7;

“Performance Standards” means such performance standards for the operation and maintenance of the Project facility as may be applicable pursuant to the Contract;

“Physical infrastructure” means the common trunk infrastructure components comprising of roads network, storm water drainage, water supply system, water treatment plant, wastewater system, STP, electrical distribution system and other miscellaneous

infrastructure at the project site to help activate industrial development

“Project means the development of basic enabling infrastructure works and construction of administrative block within the Project Site at Medipark, located in Vallam, Alappakkam and Tirumani Villages in Chengalpattu District, Tamil Nadu;

“Project Milestone” means the project milestone as set forth in Appendix-III of the Special Conditions of Contract and includes the Scheduled Completion Date;

“Project Site” means an area of 330.1 acres within the designated Medipark area in which about 114 acres is the developable area in Phase 1A (for current scope of work) as stated in the Special Conditions of Contract, on, under and over which the Works are to be executed;

“Related Works” means works other than the Works, performed or undertaken by HLL MEDIPARK LIMITED or any contractor employed in connection to the Medipark area and/or services related thereto or by public or private utilities or by any Statutory Authority or other authorities or by any Relevant Authority, either prior to, concurrently or sequentially with the Works at, on, over or adjacent to the Project Site in connection with or related to the Medipark and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Works.

“Retention money” shall have the meaning as set forth in Volume I Clause 6.7.3;

“Schedules” means Schedules attached to the Special Conditions of Contract and also includes Appendix;

“Scheduled Bank” shall mean a bank as defined under Section 2 of the Reserve Bank of India Act, 1934;

“Schedule Completion Date” shall mean 12 months from the Effective Date;

“Schedule of Prices” means the schedule identified as such and included in this contract;

“Special Conditions of Contract” means the document titled Special Conditions of Contract as included in the Contract, which are complement to GCC in accordance with the Contract. Such document specifies any special terms and conditions forming part of this Contract and shall be read along with these Conditions when referring to the Contract. If there is any conflict in the referred clause, the Special Conditions of Contract will prevail over the General Conditions of Contract;

“Statutory Authority” means Government of India (GoI), or any central or state government or governmental department, commission, board, body, bureau, agency, authority or any companies owned by GoI, instrumentality, court or other judicial or administrative body,

central, state, or local body or any other authority empowered by Applicable Laws, having jurisdiction over the Parties, Works and facilities or any portion thereof, or the performance of all or any of the service or obligations of the Parties;

“Taxes” means any taxes levied in India including Goods and Services Tax, Cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Termination” means the termination of this Contract;

“Termination Notice” shall have the meaning as set forth in Clause **Error! Reference source not found.**9 of this Agreement;

“Termination Payment” means the amount payable by either Party to the other upon Termination in accordance with the Special Conditions of Contract;

“Valuation of Unpaid Works” shall have the meaning as set forth in Clause 19.3 of this Agreement;

“Works” means the development of basic enabling infrastructure works and construction of administrative block at Medipark, located in Vallam, Alappakkam and Tirumani Villages in Chengalpattu District, Tamil Nadu.

1.2 Interpretation

In the Contract, unless the context otherwise requires or as otherwise expressly stated:

- (i) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into here under;
- (ii) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (iii) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;

- (iv) The words “include” and “including” are to be construed without limitation;
- (v) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (vi) Any reference today shall mean a reference to a calendar day;
- (vii) Any reference to month shall mean a reference to a calendar month;
- (viii) The Special Conditions of Contract, the Technical Specifications and Drawings and Schedules form an integral part of the Contract and will be in full force and effect as though they were expressly set out in the body of these Conditions. Terms defined in the Special Conditions of Contract, Technical Specifications and Drawings and Schedules shall have the same meaning throughout the Contract.
- (ix) In case of any conflict between these Conditions and the Special Conditions of Contract, the latter shall prevail;
- (x) Any reference at any time to any contract, deed, instrument, license or document of any description shall be construed as reference to that contract, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (xi) References to recitals, Clauses, sub-Clauses, clauses, or Schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Clauses, sub-Clauses, clauses and Schedules of or to this Contract;
- (xii) Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates;
- (xiii) Definitions within Clauses have the meaning ascribed thereto;
- (xiv) The words “tender” shall be synonymous with the word “bid” and the words “tender documents” with the words “bidding documents”.

1.3 Record of Measurements and Arithmetic conventions

These measurement records shall be referred to by the Contractor to prepare and submit his request for payment.

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and

below 5 (five) being rounded down.

1.4 Communications

Wherever these Conditions provide for any agreement, or the giving or issuing of any consent, approval, authorization, notice, certificate, request, determination, information or report ("**communication**") from or by any Party or HLL MEDIPARK LIMITED such communication shall be valid and effectual only if:

- i. in writing under the hands of a duly authorized representative of such Party or HLL MEDIPARK LIMITED, as the case may be and delivered by hand (against receipt), sent by recognized courier, registered mail, or transmitted by facsimile transmission; and
- ii. Delivered, sent or transmitted to the address for the recipient's communications as stated in Special Conditions of Contract.

All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the English language.

1.5 Confidentiality

The Contractor shall disclose to HLL MEDIPARK LIMITED any Confidential Information and other information as HML may reasonably require for verifying the Contractor's compliance with the Contract. Further, the Contractor shall not, without the previous written consent of HML, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Subcontractors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.

2 COMMENCEMENT OF WORKS AND NOTICE TO PROCEED

2.1 Condition Precedent

The Contract shall become legally binding and in force only upon:

- (a) The submission of the Performance Security; and
- (b) Satisfaction of any other condition(s) precedent stated in the Special Conditions of Contract;

Save for the provisions of this Clause 2.1, Clause 1.1, Clause 1.4, Clause 3, Clause 19 and Clause 20.4 which shall be effective, legally binding and in force immediately upon the Effective Date.

2.2 Condition of the Project Site

2.2.1 Access to and possession of the Project Site

Save insofar as the Contract may prescribe:

- (a) the extent of portions of the Project Site of which the Contractor is to be given access from time to time; and
- (b) order in which portions shall be made available to the Contractor;

HLL MEDIPARK LIMITED will, simultaneously with the Notice to Proceed, give to the Contractor access to and possession of so much of the Project Site as may be reasonably required by the Contractor to commence and proceed with the design (to the extent required under the Contract) and Execution of the Works and to carry out its obligations in accordance with the provisions of the Contract. HML will, from time to time as the design (to the extent required under the Contract) and Execution of the Works proceeds, give to the Contractor access to and possession of such further portions of the Project Site as may be reasonably required to enable the Contractor to proceed with the design (to the extent required under the Contract) and execution of the Works in accordance with the Contract.

2.2.2 Site to be free from Encumbrances.

Subject to the above mentioned provision, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

2.2.3 Authority's Engineer, Duties and Access to the Site**A. Authority Engineer**

The Authority shall appoint an engineer (the “**Authority's Engineer**”) to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority's Engineer forthwith. The staff of the Authority's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Authority's Engineer to carry out its duties.

The Authority's Engineer shall submit regular periodic reports every 15 days to the Authority, in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer on 5th and 20th of every month.

The Authority's Engineer may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the Authority's Engineer only. The instructions issued by the Authority's Engineer shall be in writing. However, if the Authority's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing such oral instructions. In case the Contractor does not receive the confirmation of the oral instructions within the time stated above, the Contractor shall seek the written confirmation of the oral instructions from the Authority's Engineer and shall obtain acknowledgement from the Authority's Engineer of the communication seeking written confirmation. In case of failure of the Authority's Engineer to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor is not bound to carry out such instruction.

A true copy of all communications sent by the Authority's Engineer to the Contractor and by the Contractor to the Authority's Engineer shall be sent forthwith by the Authority's Engineer to the Authority.

B. Access to the Site

The Project site given to the Contractor hereunder shall always be subject to the right of access of the Authority and the Authority's Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement. The Contractor shall ensure, subject to all relevant safety procedures, that the Authority has unrestricted access to the Site during the contract period.

3 THE CONTRACTOR

3.1 Obligation prior to commencement of Works

3.1.1 Within 7 (seven) days of the Effective Date, the Contractor shall:

- (a) appoint its representative, duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- (b) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and
- (c) make its own arrangements for quarrying of materials and procurement needed for the Project under and in accordance with Applicable Laws and Applicable Permits.

3.1.2 The Authority shall, appoint an engineer (the "**Authority's Engineer**") to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the

name, address and the date of appointment of the Authority's Engineer forthwith.

3.1.3 At the time of receipt of LoA, the Contractor shall submit to the Authority a work wise programme (the "**Programme**") for construction of the Works giving the following details:

- (a) The methods and arrangements for Design and Construction, Monitoring, Reporting Quality Assurance Plan and Safety Plan covering safety of users and workers during construction, Contractor's key personnel, and equipment.
- (b) The Contractor acknowledges and agrees that the Authority may, within a period of 7 (seven) days of receipt of the Programme, convey its comments to the Contractor stating the modifications, if any, required for compliance with the provisions of this Agreement, and the Contractor shall carry out such modifications, to the extent required for conforming with the provisions of this Agreement.

3.2 Construction of the Project

3.2.1 The Contractor shall construct the Project as specified in the Programme and in conformity with the Specifications and Standards set forth in Volume IV. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. Contractor agrees and undertakes to complete the construction on or before the Scheduled Completion Date, including any extension thereof explicitly approved by the authority in writing.

3.2.2 The Contractor shall construct the Project in accordance with the Programme as per Clause 3.1.3. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth for the respective tasks/activities in the Programme, then Liquidated Damages shall apply as per Clause 14 of this contract.

3.3 Contractor's responsibility in respect to Design and Drawings of the Project

3.3.1 The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Programme, 3 (three) copies each of the design and Drawings, to the Authority's Engineer for review.

3.3.2 By submitting the Drawings for review to the Authority's Engineer, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good

Industry Practices.

- 3.3.3 Within 10 (ten) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. After 10 days, the Contractor shall bring this to the notice of the Authority's Engineer on the Drawings. Beyond an extended period of say 14 days, if there is no action/ decision from the Authority's Engineer and/ or the Authority the design and drawings submitted may be deemed approved.
- 3.3.4 The aforesaid observations of the Authority's Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Authority's Engineer for review. The Authority's Engineer shall give its observations, if any, within 5 (five) days of receipt of the revised Drawings. In the event the Contractor fails to revise and resubmit such Drawings to the Authority's Engineer for review as aforesaid, the Authority's Engineer may cause the payment for the affected works to be withheld under the provisions. If the Contractor disputes any decision, direction or determination of the Authority's Engineer hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure as per Clause 20.
- 3.3.5 No review and/or observation of the Authority's Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Engineer or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they shall be corrected, along with the affected Works, at the Contractor's cost, notwithstanding any review.
- 3.3.6 The Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty as set out in the Contract.

4 SUBCONTRACTORS

The Contractor shall not subcontract any portion of Contractor's duties under this Agreement.

5 HEALTH, SAFETY, SECURITY AND ENVIRONMENT

5.1 Importance of Safety

The Contractor is under a general obligation to place the highest importance on the health, safety, security and environment aspects during the Execution of the Works. The Contractor shall establish a Health, Safety, Security and Environment Plan.

The Contractor shall be responsible for all Health, Safety, Security and Environment matters related to the Works and shall submit regular safety reports to HLL MEDIPARK LIMITED accordance with the requirements of HML under this Contract and all relevant Statutory Authorities and as required by Applicable Laws.

5.2 Contractor's Health, Safety, Security and Environment Plan

The Contractor is under a general obligation to place the highest importance on safety during the Execution of the Works. The Contractor shall establish a safety programme to ensure that all activities required to be undertaken and to execute the Works in accordance with the Contract are carried out in a safe manner and complied with Applicable Laws.

The Contractor shall submit regular safety reports to HLL MEDIPARK LIMITED and all relevant Statutory Authorities and as required by Applicable Laws.

The Contractor's Health, Safety, Security and Environment Plan shall specify in detail:

- i. the Contractor's approach to maintaining the safest possible work environment and ensuring protection against accident and injury to workers and other persons and protection of the Works, the Contractor's Equipment and other property from damage, loss or destruction and shall further include any requirements of the plan as set out in Technical Specifications and Drawings;
- ii. the methods and procedures to be employed by the Contractor to ensure compliance with its obligations specified in the Clause and shall address all relevant aspects of the Execution of the Works and the environmental management plan.

The Contractor shall from time to time as reasonably required by HLL MEDIPARK LIMITED submit amendments, revisions, supplements of the Contractor's Health, Safety, Security and Environment Plan to HML. The Contractor shall from time to time as reasonably required by HML.

The Contractor shall provide all access, assistance and facilities to enable HLL MEDIPARK LIMITED to carry out surveillance visits both on and off the Project Site to verify that the Contractor's Health, Safety, Security and Environment Plan is being implemented.

5.3 Environmental Compliance

The Contractor shall comply with all environmental requirements stipulated in Technical Specifications and Drawings and with all Applicable Laws and regulations having application to the Project, including but not limited to standards for noise and vibration levels and airborne and waterborne pollutants and the environmental management plan.

Further, the Contractor will be required to adhere to the conditions specified in the Environment Clearance (EC) and the Consent to Establish received for the project, as specified in Section 1.4 of Special Conditions of Contract (Volume III).

Without prejudice to the foregoing the Contractor shall carry out the Works in a manner:

- a) which prevents unreasonable silting and erosion or pollution of or unauthorized discharges into any river, stream, waterway, drain, watercourse and in a manner which will not have any adverse effect on the Project ; and
- b) so as not to cause or knowingly permit contamination of any land, either on or off any part of the Project Site, by any deliberate or accidental disposal, including leakage or spillage of any effluent, pollutant, contaminant, flammable, corrosive, radioactive or otherwise hazardous substance and waste.

In the event of the occurrence or suspected occurrence of an incident caused by the Execution of the Works or otherwise by the Contractor which could give rise at any time to any environmental damage or damage to the Works or the Project Site , the Contractor shall:

- (i) immediately notify HLL MEDIPARK LIMITED of such incident and shall comply with any instruction to the incident;
- (ii) take and complete promptly whatever action is required to prevent, mitigate or remedy any such environmental damage including any actions required under Applicable Laws in such situations; and
- (iii) investigate the incident, and following such investigation, report to HLL MEDIPARK LIMITED the details of the incident and the results of such incident.

The Contractor shall, promptly and diligently comply with any instruction issued by HLL MEDIPARK LIMITED under this Clause.

5.4 Fencing, lighting and guarding

The Contractor shall consult with any relevant Statutory Authority and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the Works and the Project Site which may be dangerous to any person on the Project Site or to any member of the public and maintain at its own cost all lights, guards, fencing and watching when and where necessary or required by HLL MEDIPARK LIMITED or by any relevant Statutory Authority for the protection of the Works or for the safety and

convenience of all persons on the Project Site and members of the general public.

The Contractor shall take such measures in accordance with Technical Specifications and Drawings and Good Industry Practice to prevent access onto the Project Site of any persons or creatures not entitled to be there.

6 ELECTRICITY, WATER

6.1 General arrangements

The Contractor shall be responsible for making all its arrangements, for and paying all charges in connection with the supply and consumption of electricity and water and the disposal of sewage and other waste as may be necessary for the design and Execution of the Works including the construction, erection, testing and commission of the Project at a convenient point within the Project Site which enables the Contractor to carry on its obligations under this Contract without any hindrance. The Contractor shall be responsible for laying a distribution network according to the Contractor's requirement and shall bear any charges for the utilization of water and electricity and also make standby arrangement for water & electricity to ensure un- interrupted supply.

7 RELATED WORKS

7.1 Acknowledgement

The Contractor acknowledges that Related Works shall be performed and that it is of paramount importance that the design and Execution of the Works are fully and completely coordinated with the Related Works in view of their concurrent and sequential nature and that such coordination is of the utmost importance to the successful integration of the Works with the Related Works and to the timely completion of the Project. Without prejudice to the foregoing, the Contractor warrants that it has conducted its own analysis and review of the Background Information in respect of the design and execution of Related Works and that it has satisfied itself that there are no ambiguities, discrepancies, inconsistencies, divergence, design or construction impracticalities or omissions from, with and between the same and the documents comprising the Contract.

7.2 Responsibilities with respect to Related Works'

Accordingly, the Contractor shall at its own cost and expense, at all times and otherwise in accordance with the reasonable requirements and directions of HLL MEDIPARK LIMITED:

- (a) Take all reasonable steps to coordinate and to integrate the design and Execution of the Works, including the work of Subcontractors, with the activities of contractors involved in the execution of related Works, and in particular to liaise, consult and co-

operate with all authorised parties responsible for the Related Works including the preparation of joint programmes, method statements, co-ordination drawings, specifications; and

- (b) Convene such co-ordination meetings as are necessary to plan, review and determine co-ordinated activities for the management of interfaces between the Works and the Related Works; and
- (c) Plan, programme, and schedule the Works so as to minimise any interference with or hindrance to the Related Works; and
- (d) At all times refrain from carrying out any operation on the Project Site in a manner which is likely to cause damage or inconvenience to the execution of the Related Works; where such damage or inconvenience is the unavoidable consequence of operations properly to be carried out on the Project Site, the Contractor shall not carry out such operations without first giving reasonable advance notice in writing thereof to HLL MEDIPARK LIMITED (with a copy to those responsible for carrying out the Related Works reasonably likely to be affected thereby) with a view to reaching an agreed procedure to prevent or minimise any such damage or inconvenience; and
- (e) To take at all times every necessary step to protect the Related Works from accidental damage caused by the Works; and
- (f) At all times co-operate with HLL MEDIPARK LIMITED and any contractors involved in the execution of related Works so as to promote and foster a coordinated and integrated approach to the Works and the Related Works. The Contractor shall coordinate its activities with contractors involved in the execution of related Works so as to prevent, as far as possible, the performance of work by such contractors involved in the execution of related Works from impeding the performance of the Contractor or unreasonably disturbing the free movement of traffic around, on or in the vicinity of the Project Site; and
- (g) Comply with all obligations as to interfacing the Works with the contractors involved in the execution of related Works as are detailed in Technical Specifications and Drawings; and
- (h) Advise HLL MEDIPARK LIMITED and contractors involved in the execution of related Works if it is anticipated that the programme of any contractors involved in the execution of related Works will prevent the Contractor from designing and Executing the Works in accordance with the Contract and, if so, shall make recommendations or suggestions as to how the Programme of the Works may be adjusted without affecting the Related Works, to enable the Contractor to meet its obligations hereunder; and

- (i) Advise the Contractor if any plans, designs, specifications and drawings of the contractors involved in the execution of related Works supplied by HLL MEDIPARK LIMITED are in any way incompatible or inconsistent with or otherwise detrimental to the Works. In the case of such established incompatibility, inconsistency or detriment HLL MEDIPARK LIMITED shall supply the Contractor with full details of the same and make appropriate recommendations as to how the incompatibility, inconsistency or detriment may be remedied; and
- (j) Monitor the coordination and integration of the Works with the contractors involved in the execution of related Works and advise HLL MEDIPARK LIMITED in writing as and when it becomes apparent that the design or Execution of the Works is likely to be the subject of delay and/or disruption and recommend reasonable proposals to reduce or prevent such delay and/or disruption.

8 CHANGE OF SCOPE

8.1 HLL MEDIPARK LIMITED may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works (“**Change of Scope**”) before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Clause.

8.1.1 In the event of HLL MEDIPARK LIMITED determining that a Change of Scope is necessary, it may direct the Authority’s Engineer to issue to the Contractor a notice specifying in reasonable detail the Works contemplated thereunder (the “**Change of Scope Notice**”).

8.1.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority and the Authority’s Engineer such information as is necessary, together with preliminary documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Programme plan of Works if the works are required to be carried out during the Construction Period; and the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof including changes to the overall Programme plan for Works

8.1.3 Upon reaching an agreement, the Authority shall issue an order (the “**Change of Scope Order**”) requiring the Contractor to proceed with the performance thereof.

8.1.4 Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

8.1.5 No change of Scope shall be executed unless the HLL MEDIPARK LIMITED has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

8.1.6 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 20 % (twenty percent) of the Contract Price.

9 LIABILITY AND INDEMNITY

9.1 General Indemnity

The Contractor shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

9.2 Indemnity by the Contractor

9.2.1. The Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

9.2.2 Without limiting the generality of the provisions of this above clause, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor’s

obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for HLL MEDIPARK LIMITED a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

9.2.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Section (the “**Indemnified Party**”) it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

9.2.4 Defence of claims

9.2.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall

be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

9.2.4.2 If the Indemnifying Party has exercised its rights under this Clause 9.2.4, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

9.2.4.3 If the Indemnifying Party exercises its rights under Clause 9.2.4, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 9.2.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

9.3 No consequential claims

Notwithstanding anything to the contrary contained in this Clause 0, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

9.4 Insurance

9.4.1 Insurance during Construction Period

The Contractor shall effect and maintain at its own cost, from Effective Date till the date of issue of the Completion Certificate, the insurances (Contractor's All Risk (CAR) Insurance covering the entire value of the contract till the end of defects liability period) to cover the Authority and the Contractor against all forms of loss or damage other than the risks which are not insurable at commercial terms.

9.4.2 Insurance during Contractor's Defects Liability Period

The Contractor shall effect and maintain insurance cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under Applicable Laws and in accordance with Good Industry Practices.

9.4.3 Insurance against injury to persons and damage to property

- 9.4.3.1 The Contractor shall insure, within a period of thirty (30) days from the Effective Date, against its liability for any loss, damage, death or bodily injury, or damage to any property, which may arise out of the Contractor's performance of this Agreement;
- 9.4.3.2 The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:
 - (i) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works.

10 CONTRACTOR'S EQUIPMENT AND OTHER PROVISIONS

10.1 Contractor's Equipment

All Contractor's Equipment and Works provided by the Contractor or its Subcontractors shall, when brought on to the Project Site, be deemed to become the property of HLL MEDIPARK LIMITED in the event of Termination of Works on account of default of the Contractor and to be exclusively intended for the design and Execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Project Site to another, without the consent of HLL MEDIPARK LIMITED. Provided that such consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment and Works to or from the Project Site.

The Contractor shall upon written request by HLL MEDIPARK LIMITED produce all documents evidencing title to or the contractual basis of the Contractor's right to use any item of Contractor's Equipment. In the event of failure to comply with such a request within 7 (seven) days, without prejudice to any other rights or remedies available to HLL MEDIPARK LIMITED. HML may withhold any payments otherwise due to the Contractor in accordance with the Contract.

10.2 HML not liable for damage

HLL MEDIPARK LIMITED shall not at any time be liable for the loss of or damage to any of the Contractor's Equipment and Works.

10.3 Conditions of hire of Contractor's Equipment

With a view to securing, in the event of Termination, the continued availability, for the purpose of Executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner shall make the equipment available till such time a new contractor is on-boarded by HLL MEDIPARK LIMITED

The Contractor shall upon request made by the HLL MEDIPARK LIMITED at any time in relation to any item of hired Contractor's Equipment immediately notify to the HLL MEDIPARK LIMITED in writing the name and address of the owner thereof and shall certify that the contract for the hire thereof contains a provision in accordance with the requirements of this Clause 10. The Contractor shall also upon request as aforesaid give a like notification (but without certification) in regard to any Contractor's Equipment held under a contract of hire purchase thereof.

In the event of HLL MEDIPARK LIMITED entering into any agreement for the hire of Contractor's Equipment pursuant to Clause 10 all sums properly paid by HLL MEDIPARK LIMITED under the provisions of any such agreement and all costs incurred by it (including stamp duties) in entering into such agreement shall be deemed to be part of the costs of executing the Works.

10.4 Approval not implied

The operation of this Clause 10 shall not be deemed to imply any approval by HLL MEDIPARK LIMITED of the Contractor's Equipment and/or the Temporary Works or any part thereof, or other matters referred to therein nor shall it prevent HLL MEDIPARK LIMITED right to order the removal of any such Contractor's Equipment and/or Works or part thereof, at any time.

10.5 Re-vesting and removal of Contractor's Equipment

Upon removal of any Contractor's Equipment and Works which have been deemed to become the property of HLL MEDIPARK LIMITED under Clause 10 with the HLL MEDIPARK LIMITED's consent, as aforesaid, the property therein shall be deemed to re-vest in the Contractor and upon Completion of the Works the property in the remainder of such Contractor's Equipment and Works as aforesaid shall, subject to the termination provisions of the Contract, re-vest in the Contractor who shall remove the same.

11 LABOUR AND CONTRACTOR'S PERSONNEL

11.1 Labour Compliances

In the employment of labour for the Execution of the Works the Contractor shall comply and shall require its Subcontractors to comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, ESI, payment of gratuities and payment of bonuses. The Contractor shall submit to the Authority proof of compliances on a monthly basis.

The Contractor shall be responsible for making all arrangements for the payment, feeding, housing, health, safety, sanitation and transport of all labour. The Contractor shall be responsible for labour camps, preservation of peace, sanitary arrangements, infectious diseases, medical facilities at Project Site, use of intoxicants, age limits of labour, observance of peace, etc.

11.2 Temporary Works

The Contractor, shall, at his own expense, make arrangements for the housing, supply of drinking water, canteen and provision of latrines and urinals, for his staff and workmen employed on the Works, directly or through sub-Contractors. All temporary works / arrangements shall be maintained in a clean and sanitary condition, by the Contractor, at his own cost.

11.3 Compliance with Rules for Employment of Labour

The Contractor shall comply with all laws, bylaws, rules and regulations, for the time being in force, pertaining to the employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff, employed

or the Works directly or through petty Contractors or Sub- Contractors.

11.4 Preservation of Peace

The Contractor shall take requisite precautions and use its best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen, and others, employed on Works directly or through petty Contractors or assignees or Subcontractors and for preservation of peace and protection of the inhabitants and security of property in the neighborhood of Works. In the event of HLL MEDIPARK LIMITED requiring the maintenance of a Special Police Force at or in the vicinity of the Project Site, during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by HLL MEDIPARK LIMITED , shall be recoverable from the Contractor.

11.5 Sanitary Arrangements

The Contractor shall obey all sanitary rules and carry out at his cost all sanitary measures that may from time to time be prescribed by the Local Medical Authority, and permit inspection of all sanitary arrangements at all times by the HLL MEDIPARK LIMITED or the Medical staff of HML and the staff of the local municipal or other authorities concerned. Should the Contractor fail to make adequate sanitary arrangements, these will be provided by HLL MEDIPARK LIMITED, and the cost thereof recovered from the Contractor.

11.6 Outbreak of infectious Diseases

The Contractor shall maintain the Labour Camp in a sanitary condition taking all necessary precautions to detect the outbreak of infectious diseases. The Contractor shall provide them with suitable prophylactics for the prevention of malaria, gastroenteritis, typhoid and other water/Air-borne diseases.

The Contractor shall remove from the Contractor's camp such labour and their families, who refuse protective inoculation and vaccination, when called upon to do so by the HLL MEDIPARK LIMITED on the advice of medical authority. Should Cholera, COVID-19, Plague or any other epidemic, contagious or infectious disease break out, the Contractor shall on its own burn the Structures, beddings, clothes and other belongings of or used by the infected persons, and promptly erect new Structures on healthy sites as required by the HML , within the time specified by the HML requisition, failing which the same may be done by HML and cost thereof recovered from the Contractor. The Contractor shall comply with all the applicable COVID-19 Guidelines issued by Government of India and Government of Tamil Nadu from time to time.

11.7 Medical Facilities at Site

The Contractor shall, at its own cost, provide First Aid and medical facilities, at the Project Site as may be prescribed by the HLL MEDIPARK LIMITED, on advice of Medical Authority in relation to the strength of the Contractor's staff and workmen employed on the Works, directly or through petty Contractors or Sub- Contractors.

11.8 Use of Intoxicants

The sale of ardent spirits or other intoxicating drugs or beverages upon the Works, or in any of the buildings, encampments or tenements owned or occupied, by or within the control of the Contractor or any of his employees employed on the Works directly or through petty Contractors or sub-Contractors shall be forbidden, and the Contractor shall exercise its influence and authority to secure strict compliance with this condition. The Contractor shall also ensure that no labour or employee is permitted to work at the Project Site in an intoxicated state or under the influence of drugs

11.9 Contractor to indemnify

The Contractor shall purchase Professional Indemnity Insurance to indemnify HLL MEDIPARK LIMITED against any claim for legal action arising out of the Applicable Laws due to the failure of non-compliance of the provisions of the Applicable Laws which arise out of or in connection with the employment of any labour for the Execution of the Works and penalty or any other amount levied by the authorities from HLL MEDIPARK LIMITED , shall be recoverable from the payments due to the Contractors or from the Performance Security or both, as debt due and payable on demand.

11.10 Engagement of Labour

The Contractor shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

11.11 Project Site records and returns

The Contractor shall maintain and keep at the Project Site wage books and time sheets showing the wages paid to and time worked by all labour employed by the Contractor and its Subcontractors in and about the Execution of the Works or any part thereof and all records, forms, declarations, registers, notices, and copies of filings made with labour authorities as are required to be maintained by the Contractor pursuant to the Applicable

Laws and the Contractor shall produce such wages books, time sheets and records for inspection by HLL MEDIPARK LIMITED or any representative of a Statutory Authority. The Contractor shall, at its own cost, place Display Boards at various locations along with necessary signage.

12 TIME FOR COMPLETION, DEFECT LIABILITY PERIOD AND ACCELERATION

12.1 Time for Completion

The Contractor shall Complete the Works on or before the Scheduled Date of Completion.

12.2 Rate of progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the development and Execution of the Works is at any time, in the opinion of HLL MEDIPARK LIMITED, too slow to achieve Completion within the Time for Completion, HML shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of HLL MEDIPARK LIMITED, to expedite progress so as to complete the Works within the relevant time for completion. The Contractor shall not be entitled to any additional payment or compensation for taking such steps. If any steps, taken by the Contractor in meeting its obligations under this Clause involve HLL MEDIPARK LIMITED in additional supervision costs, such costs shall, after due consultation with the Contractor, be determined by HLL MEDIPARK LIMITED and shall be recoverable from the Contractor by HML, and may be deducted by HML from any monies due or which may become due to the Contractor and HLL MEDIPARK LIMITED shall notify the Contractor accordingly. Neither such notice given by HLL MEDIPARK LIMITED pursuant to this Clause nor HLL MEDIPARK LIMITED's failure to issue such notice shall relieve the Contractor from its obligations to achieve the quality and rate of progress required by the Contract.

13 EXTENSION OF TIME FOR COMPLETION

13.1 Contractor's notice of event likely to cause delay

- (i) The Contractor shall closely monitor the progress of the Works and shall give written notice to HLL MEDIPARK LIMITED.
- (ii) as soon as it can foresee any incident, circumstance and/or event of any nature affecting or likely to affect the progress of the Works such that the Completion of the Works will be or is likely to be delayed; or

should it have been unable to foresee such a incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident, circumstance and/or event which has affected or is likely to affect the progress of the Works such that Completion of the Works will be or is likely to be delayed.

13.2 Reasons for delay and extension of time

It shall be a condition precedent to any extension of time by HLL MEDIPARK LIMITED under any provision of the Contract, that in respect of each and every incident, circumstance or event identified in the notice given in accordance with Clause 13.1, the Contractor shall, as soon as possible after such notice but in any event not later than 30 (thirty) days after such notice or such longer period as HLL MEDIPARK LIMITED may in its absolute discretion determine, notify HML in writing of any factors and the relevant Contract provision which it considers may entitle it to claim an extension of time together with a statement, by reference to the Programme where appropriate, providing:

- (iii) full and detailed particulars of the expected effects of the delay;
- (iv) the reasons why the delay has occurred or is likely to have occurred;
- (v) an explanation of any measures that the Contractor has adopted or proposes to adopt to avoid or reduce or mitigate the consequences of the delay or impediment;
- (vi) details of which of the Delay Events (if any) has caused the delay or impediment;
- (vii) details of any adverse effect on the ability of the Contractor to meet Technical specifications and Drawings and any other requirements under the Contract;
- (viii) details of the measures which it has discussed and agreed with its Subcontractors to facilitate the reprogramming of the performance of their services as a consequence of the delay;
- (ix) confirmation that it is a notice pursuant to this Clause.

13.3 Delay Events

Subject to the other provisions of this Clause 13.3, the Contractor will only be entitled to an extension of the Time for Completion where a delay to the achievement of Completion is caused by the Contractor not being given access to the Project Site or any part thereof in accordance with this Agreement; or a Change instructed under the Clause Change of scope other than where such Change is instructed as a consequence of any default or breach of the Contract by the Contractor; or Force Majeure Event in accordance with Clause 18 of GCC.

13.4 Defect Liability Period

- (i) The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of 1 (one) year commencing from the date of Provisional Certificate given by the Authority Engineer or expiry of a period of 12 (twelve) months from the date of Completion Certificate, whichever is later (the “**Defects Liability Period**”). Provided that the Defects Liability Period shall in no case be less than 12 (twelve) months from the date

of Completion Certificate for and in respect of works for which time extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of doubt, any repairs or restoration on account of usual wear and tear in the Medipark or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified.

- (ii) The Contractor shall repair or rectify all Defects and deficiencies observed by the Authority's Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Authority's Engineer in this behalf, or within such reasonable period as may be determined by the Authority's Engineer at the request of the Contractor, in accordance with Good Industry Practices. For the avoidance of doubt, any repair or rectification undertaken in accordance with this provision, including any additional testing, shall be carried out by the Contractor at its own risk and cost.
- (iii) In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in this Clause, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to 20%(twenty percent) of the cost of such repairs, rectification and /or remedies, as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.
- (iv) The Authority's Engineer may instruct the Contractor to examine the cause of any Defect in the Works or part thereof before the expiry of the Defects Liability Period. In the event any Defect identified that is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the Authority's Engineer and shall bear the cost of the examination and rectification of such Defect. In the event such Defect is not attributable to the Contractor, the Authority's Engineer shall, after due consultation with the Authority and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the Authority, and the Contractor shall be entitled to payment of such costs by the Authority.
- (v) The Contractor shall upon termination or expiry of this Agreement, or upon expiry of the Defects Liability Period, assign any outstanding benefit in respect of any subcontract or any warranty from any subcontractor, to the Authority or to such other person as the Authority may direct.

14 LIQUIDATED DAMAGES

14.1 Liquidated Damages for delay

If the Contractor fails to complete all the work as a whole within the stipulated period/milestones specified in Appendix III of Special conditions of Contract, the Contractor shall be liable to pay liquidated damages at 0.50% of the value of the Contract Price per each calendar week of delay. The amount recoverable towards liquidated damages shall however be restricted to 10% of the total Contract Price. The imposition of the liquidated damages clause will be without prejudice to the rights of HLL MEDIPARK LIMITED to terminate the contract as time barred.

14.2 Payment of Liquidated Damages

For imposing liquidated damages, detailed show cause notice shall be served on the defaulting Contractor either by registered post with acknowledgment due (RPAD) or through personal service. The first notice shall be served allowing 15(fifteen) days' time to the Contractor for furnishing the reply. In the event of non-receipt of reply on expiry of 15(fifteen) days' time from the date of first notice, the second notice shall be served allowing 7(seven) days of time to the Contractor for furnishing the reply. Again, in case of non-receipt of reply on expiry of 7 (seven) days' time from the date of second notice, the third notice shall be served allowing 3 (three) days of time to the Contractor for furnishing the reply. On receipt of the reply, it shall be verified by HLL MEDIPARK LIMITED and liquidated damages clause shall be invoked by issuing an explicit order to the Contractor. Similarly, the non-receipt of any reply from the Contractor shall attract imposing the liquidated damages clause automatically.

The payment of Liquidated Damages does not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.

For the avoidance of doubt and without prejudice to any continuing obligations of the Contractor under the Contract or otherwise, the issue of any Completion Certificate does not relieve the Contractor in respect of Liquidated Damages which have accrued up to the date of such Completion Certificate, but which have not yet been paid by the Contractor. Any Liquidated damage not recoverable from the sum available with the Employer shall be recoverable from Contractor as arrear of land revenue.

15 INTELLECTUAL PROPERTY

15.1 Intellectual Property

All Intellectual Property which is proprietary to HLL MEDIPARK LIMITED or the Contractor

shall be the exclusive property of HML or the Contactor respectively, as the case maybe.

It is agreed between the Parties that, subsequent to the date hereof, all and any Intellectual Property developed by the Contractor and/or HLL MEDIPARK LIMITED either jointly or severally in connection with the development, execution and implementation of the Works, shall at all times be and remain the sole and exclusive property of HLL MEDIPARK LIMITED. The Parties however agree that if the Contractor wishes to use for development of facilities owned by the Contractor/in house such Intellectual Property (i.e. that having been jointly or severally developed by the Contractor and/or HLL MEDIPARK LIMITED for a period until the expiry of five (5) years from the date of this Contract, then in such an event the Contractor shall be entitled to use the said Intellectual Property without any cost/charge for use thereof.

15.2 **Infringing Matter**

The Contractor warrants and represents that:

- (i) it has all rights and licences necessary to grant, assign and transfer to HLL MEDIPARK LIMITED licences and assignments;
- (ii) The Contractor shall indemnify and hold harmless HLL MEDIPARK LIMITED against all issues, claims, damages, liabilities, costs and expenses (including legal costs) incurred by it in respect of any breach of the warranty. The Contractor shall ensure that in any appointment and/or Subcontract with any Subcontractor, the Contractor obtains the right to license, assign and transfer.
- (iii) If either HLL MEDIPARK LIMITED or the Contractor is prevented from operating or using the Works or any Intellectual Property or any part thereof (the “**Infringing Matter**”), the Contractor must at its own expense, in addition to its other obligations under the Contract, take all steps necessary to procure for HLL MEDIPARK LIMITED the right to operate or use the Infringing Matter for its intended purpose.
- (iv) If the Contractor is unable to procure those rights by themselves, then Contractor must promptly, and at its own expense, comply with any direction by HLL MEDIPARK LIMITED to do one or more of the following:
 - a. modify the Infringing Matter (but not so as to adversely affect its functionality or fitness for the purpose for which it is intended);
 - b. replace the affected part of the Infringing Matter, so as to overcome the infringement;
 - c. and confirm that any such direction is not a Change of Scope, nor does it entitle the Contractor to any extension of time or any additional payment.

16 **PAYMENT**

16.1 **Payment Schedule**

The Payment Schedule has been specified in Appendix – III in the SCC of Volume III.

16.2 Mobilisation Advance and Recovery

- a. The Authority shall make an interest-bearing payment for mobilisation (the “Mobilisation Advance”) @ rate of 12 % (twelve percent) per annum, and not exceeding 5% of the finalized contract price , if requested by the contractor in writing within one month from the execution of Agreement. Such advance shall be in two installments. The first installment of such advance shall be released by the Authority to the contractor on a request made by the contractor. The second installment shall be released, only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Authority. Before any installment of advance payment is released, the contractor shall execute a Bank Guarantee from a Scheduled Commercial Bank with a branch in Chennai for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. The Advance payment shall be repaid through percentage deductions from the payments due to the contractor at a pro-rata basis determined by the Authority’s Engineer as follows:

- i. deductions shall commence in the First Milestone Payment as per Payment Schedule in Volume III;
- ii. deductions shall be made at the rate of 15% (fifteen percent) of payment for each Project Milestone until such time as the Mobilisation Advance has been repaid; provided that the Mobilisation Advance shall be completely repaid prior to the time when 80% (eighty percent) of the value of contract is paid for the Construction Period is over;
- iii. if total certified milestone payments (excluding the Mobilisation Payment and deductions and repayments of retention) does not exceed 20% (twenty percent) of the Contract Price within [50% of the Construction Period] from execution of the Agreement, then the Mobilisation Advance including interest shall be recovered by encashment of the Bank Guarantee for the Mobilisation Advance.

Note : The interest would be recovered along with the recovery of Mobilisation Advance as per provision laid down for the advance recovery.

16.3 Cash flow forecast

When the Program is updated, the contractor is to provide the Authority’s Engineer with an updated cash flow forecast.

16.4 Payment Certificates

- 16.4.1 The Contractor shall submit to the Authority's Engineer monthly statements of the estimated value of the work. The value of work claimed shall be the value of work completed till the date of valuation, less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabulated form as approved by the Authority's Engineer.
- 16.4.2 The Authority's Engineer shall check the details given in the Contractor's statement and within 7 (seven) days certify the amounts to be paid to the Contractor.
- 16.4.3 The value of work executed shall be determined by the Authority's Engineer after due check measurement of the quantities claimed as executed by the Contractor.
- 16.4.4 The Authority's Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 16.4.5 The value of work executed shall be determined by the Authority's Engineer after due check measurement of the quantities claimed as executed by the Contractor.

16.5 Payments

- 16.5.1 65% (sixty-five percent) of the verified bill amount by the Authority's Engineer will be paid within 14 (fourteen) days of submission of the bill as per the Payment Schedule. The balance amount of the verified bill by the Authority's Engineer should be paid within 30 (thirty) days of the submission of bill after adjustment for deductions for Mobilisation Advance, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.
- 16.5.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Authority and shall be deemed covered by other rates and prices in the Contract.
- 16.5.3 The Contractor shall send to the Authority's Engineer once every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled. He shall also send to the Authority's Engineer a claim list of all extra or additional work ordered in writing by the Authority's Engineer, in the preceding month.
- 16.5.4 The Contractor shall submit final bill within 60(sixty) days of issue of completion certificate. Authority's Engineer shall check the bill within 60 (sixty) days after its receipt and return the bill to contractor for corrections if any. 50% (fifty percent) of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 16.5.5 Contractor should resubmit the bill, with corrections within 30 (thirty) days of its return by the Authority's Engineer. The resubmitted bill shall be checked and paid within 60 (sixty) days of its receipt.

17 TAXES AND DUTIES

17.1 Contractor to pay Taxes

Unless specifically stated elsewhere in the Contract, the Contractor is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

- (i) all Taxes imposed and assessments made in relation to the Contractor's materials and the Works;
- (ii) all contributions payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Contractor in respect of the Works, including taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

The Contractor indemnifies and keeps indemnified HLL MEDIPARK LIMITED against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment.

- (iii) The Contractor shall be solely liable to pay all kind of taxes, duties and / or levies other than the GST (which will be paid by HML as extra at actuals).

18 FORCE MAJEURE

18.1 Force Majeure Clause

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

19 TERMINATION

19.1 Termination for Contractor Default

- 19.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (**sixty**) days, the Contractor shall be deemed to be in default of this

Agreement (the “**Contractor Default**”), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following.

- (a) The Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with this Clause, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Appendix-III of Volume III, subject to any Time Extension, and continues to be in default for 45 (forty-five) days;
- (d) the Contractor abandons or manifests intention to abandon the construction of the Project without the prior written consent of the Authority;
- (e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 19 or stops Works for 30 (thirty) consecutive days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority’s Engineer;
- (f) the Project completion date does not occur within the period specified in Appendix III of Volume III for the Scheduled Completion Date, or any extension thereof;
- (g) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority’s Engineer;
- (h) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works without the prior approval of the Authority;
- (i) the Contractor creates any Encumbrance in breach of this Agreement;
- (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- (k) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (l) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this

Agreement

- (m) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (n) the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (o) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (p) the Contractor has failed to make any payment to the Authority within the period specified in this Agreement;
- (q) the Contractor issues a Termination Notice in violation of this Agreement;
- (r) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.

19.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.1.3 After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or procure its completion through any other entity. The Authority and such entity may, for this purpose, use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor

19.2 Termination for Authority's Convenience

19.2.1 Notwithstanding anything stated hereinabove, the Authority may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder and shall be deemed to be termination on account of Authority Default.

19.3 Valuation of Unpaid Works

19.3.1 Within a period of 45 (forty-five) days after Termination, as the case may be, has taken effect, the Authority's Engineer shall proceed to determine as follows the valuation of

unpaid Works (the “**Valuation of Unpaid Works**”).

- (a) value of the completed stage of the Works, less payments already made;
- (b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards;
- (c) value of maintenance, if any, for completed months, less payments already made; and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

19.3.2 The valuation of Unpaid Works shall be communicated to the Authority, with a copy to the Contractor, within a period of 45 (Forty five) days from the date of Termination

19.4 Termination Payment

19.4.1 Upon Termination on account of Contractor Default under Clause 19.1, the Authority shall:

- (a) encash and appropriate the Performance Security and/or Retention Money, and in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount stipulated in Clause 19.4, as agreed pre-determined Damages, if any;
- (b) encash and appropriate the bank guarantee, if any, to the extent of the outstanding Mobilisation Advance and interest thereon; and
- (c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.

19.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

20 DISPUTE RESOLUTION PROCEDURE

20.1 Conciliation

If any dispute or difference arises between HLL MEDIPARK LIMITED and the Contractor about the Contractual obligations, the same shall be referred to a Conciliator and settled by conciliation as per the provisions of The Arbitration and Conciliation Act, 1996. The sole Conciliator shall be nominated by the Chief Executive Officer of HLL MEDIPARK LIMITED. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration clause. The Conciliator shall endeavor to conclude his proceedings within six weeks from the date of reference of a dispute or claim to him. The venue of the conciliation shall be at Chennai and the language to be used in conciliation proceedings shall be in English.

20.2 Arbitration

In the case of dispute or difference arising between the HLL MEDIPARK LIMITED and the Contractor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the HLL MEDIPARK LIMITED and the other to be nominated by the Contractor or in the case of the said Arbitrators not agreeing, then at the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration committee of the Indian Council of Arbitration, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India, India, shall be final and binding on the parties.

The Arbitration dispute if any shall be the domestic arbitration governed by the provisions of Arbitration and Conciliation Act 1996 as amended by Acts 2015 & 2019, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

20.3 Jurisdiction

The Courts in the City of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between HLL MEDIPARK LIMITED and the Contractor arising out of the Contract.

20.4 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

20.5 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and

binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

20.6 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

21 MISCELLANEOUS

21.1 Assignment and Charges

Neither Party shall assign the Contract, or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.

The Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of HLL MEDIPARK LIMITED, which consent shall not be unreasonably withheld.

21.2 Governing Law and Jurisdiction

The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the courts in Chennai, Tamil Nadu , India shall have exclusive jurisdiction.

21.3 Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- (c) shall not affect the validity or enforceability of the Contract in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract.

21.4 Amendments

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

21.5 Severability

If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

21.6 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal to principal basis.

21.7 Exclusion of implied warranties

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal Contract executed by the Parties.

21.8 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Authority. The Contractor is to notify the Authority's Engineer of such discoveries and carry out the Authority's Engineer instructions for dealing with them.

21.9 Entire Agreement

The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, commitments, representations, communications and agreements

relating to the Contract either oral or in writing except to the extent they are expressly incorporated herein. The Contractor confirms that it has not relied upon any representation inducing it to enter into the Contract (whether or not such representation has been incorporated as a term of the Contract) and agrees to waive any right which it might otherwise have to bring any action in respect of such representation.

The Contractor further confirms that there is not in existence at the date of the Contract any collateral contract or warranty of which the Contractor is the beneficiary which might impose upon HLL MEDIPARK LIMITED obligations which are in addition to or vary the obligations expressly contained in the Contract and which relate in any way to the subject matter of the Contract. The Contractor's only rights arising out of, or in connection with, any act, matter or thing said, written or done, or omitted to be said, written or done, by or on behalf of HLL MEDIPARK LIMITED in negotiations leading up to the Contract or in the performance or purported performance of the Contract or otherwise in relation to the Contract are the rights to enforce the express obligations of HLL MEDIPARK LIMITED contained in the Contract and to bring an action for breach thereof.

Nothing in this Clause is intended to exclude liability of the Contractor for fraud or fraudulent misrepresentation.